CITY OF PITTSBURG
AGENDA

May 15, 2017

CITY HALL COUNCIL CHAMBERS
65 CIVIC AVENUE, PITTSBURG, CA

BUDGET WORKSHOP
5:00 P.M.

CLOSED SESSION
6:15 P.M.

REGULAR MEETINGS
7:00 P.M.

CITY COUNCIL
HOUSING AUTHORITY
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SUCCESSOR AGENCY

PRESIDING

Marilyn "Merl" Craft, Mayor/Chair
Dwaine "Pete" Longmire, Vice-Mayor/Chair
Sal Evola, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member
Jelani Killings, Council Member/Board Member

FOR HOUSING AUTHORITY:
Michelle King, Housing Authority Member
Annie Hill Herring, Housing Authority Member

Pittsburg City Council meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.ci.pittsburg.ca.us. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

NOTICE TO PUBLIC (Attached)

COUNCIL COMMITTEES LIST (Attached)

COMMISSIONS/COMMITTEES MEETING SCHEDULE (Attached)

5:00 P.M.

BUDGET WORKSHOP

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.

6:15 P.M.

CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6):

   Agency designated representatives: Joe Sbranti, Garrett Evans; Employee organizations: Police Managers' Group (PMG) and Police Officers' Association (POA)

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATION

Arbor Day

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

CITIZENS REMARKS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. (No Action Required)

HOUSING AUTHORITY

CONSENT CALENDAR

2. Minutes

    Minutes of April 17, 2017

3. Disbursement Lists

    Disbursement List of April 30, 2017

ADJOURNMENT OF THE HOUSING AUTHORITY to June 19, 2017

CITY COUNCIL MEETING

PUBLIC HEARING

4. Introduce and Waive Further Reading of an Ordinance Authorizing the Implementation of a Community Choice Aggregation Program and Approving the MCE Joint Powers Agreement

    Community Choice Aggregation (CCA) is a program in which local governments can authorize public facilities, businesses and residents be given a choice for electricity generation provider. This is a public hearing on an ordinance authorizing the implementation of a CCA program and approving the MCE Joint Powers Agreement, necessary steps to join MCE and have it become Pittsburg's CCA provider.

5. Adoption of an Ordinance to Rescind and Amend the Pittsburg Municipal Code, Title 15, Buildings and Construction, to Adopt by Reference the 2016 California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code and Energy Code with State of California and Local Amendments

    The California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24. These codes are commonly referred to as the California Building Code ("Codes") and include building, plumbing, mechanical, electrical, energy, residential, historical and green standards. A previous action to incorporate the Codes by reference in the Pittsburg Municipal Code did not include certain code sections. This item will add the missing sections to the municipal code.

6. Introduction and Waive First Reading of an Ordinance Adopting a Development Agreement for the Sky Ranch II Residential Subdivision

    This is a public hearing on a request for approval of a development agreement for the previously approved 'Sky Ranch II Residential Subdivision,' located at the terminus of Ventura Drive, South of the Highlands Ranch Subdivision, in the RS-6-O (Single Family Residential with a Limited Overlay, Ordinance No. 07-1285) District. Assessor's Parcel Nos. 089-050-074, 089-470-078, 089-480-036, and 089-530-047. On April 25, 2017, the Planning Commission adopted Resolution No. 10062,

recommending approval of the development agreement as presented.

CONSIDERATION

7. Adoption of a Minute Order to Approve a City Council Recess for Summer Months

Historically, the City Council takes a recess during the summer months to allow for both staff and Council vacations. Both the recess and the scheduled date are at the discretion of the Council.

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

CONSENT CALENDAR

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY AND SUCCESSOR AGENCY CONSENT CALENDAR

8. Minutes

Minutes of May 1, 2017

9. Claims - Rejection of Claims against the City which may cause expenditure of funds; on file in the Office of the City Clerk.

Claim #17-0025 Allstate Insurance for Oscar Espinoza

10. Adoption of a Pittsburg Power Company Resolution to Approve Agreements with Landis+Gyr to implement an Advanced Metering Infrastructure System and Authorize Associated Equipment Purchases

Staff recommends the Pittsburg Power Company (PPC) Board approve agreements with Landis+Gyr to implement an Advanced Metering Infrastructure (AMI) system and authorize associated equipment purchases. This new system will modernize Island Energy's customer energy use measurement capabilities allowing it to lower costs, provide greater customer value and respond to regulatory changes.

11. By Minute Order, Adopt City Goals and Priorities for FY 2017-18

The City Council held a public workshop on March 6, 2017 to discuss goals and priorities for the coming fiscal year. Staff responded to questions and received comments from workshop participants and Council members, and developed the attached goals list for FY 2017-18.

12. Adoption of a City Council Resolution Directing the Engineer of Work to Prepare and File an Annual Report for the Citywide Landscaping and Lighting Assessment District 88-01 for Fiscal Year 2016-2017

Directing the Engineer of Work (City Engineer) to prepare and file the Engineer's Report is the first of three steps in the annual renewal process for the Citywide

Landscaping & Lighting Maintenance District 88-01. Upon receipt and approval of the Engineer's Report, Council may then order that the liens be placed on the County tax roll. Revenue collected through this district is necessary to fund the landscaping and lighting operations on a citywide basis.

13. Adoption of a City Council Resolution Directing the Engineer of Work to Prepare and File an Annual Report for the Oakhills Landscaping and Lighting Assessment District 88-02 for Fiscal Year 2016-2017

Directing the Engineer of Work (City Engineer) to prepare and file the Engineer's Report is the first of three steps in the annual renewal process for the Oakhills Landscaping & Lighting Maintenance District 88-02. Upon receipt and approval of the Engineer's Report, the City Council may order that the assessments be placed on the County tax roll. Revenue collected through this district is necessary to fund the City's landscaping and lighting operations in the Oakhills area.

14. Receive and File the Treasurer's Report for the Quarter Ending March 31, 2017

Attached is the Treasurer's Report for the fiscal quarter ending March 31, 2017, which includes detailed information on the City and Successor Agency's (Agency) investments.

COUNCIL MEMBER REPORTS/REMARKS

Council Members may make brief announcements or informal comments at this time. Council members may ask questions for clarification from City staff, and make a report on their activities, including reports on committee assignments (see attached list of ad hoc committees and other public agencies in which Council members participate). (No Action Required)

ADJOURNMENT to June 5, 2017

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). The full packets are also located on the City's website at www.ci.pittsburg.ca.us. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action take by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled citizens. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at 925-252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT

The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2017

Updated February 7, 2017

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
ABAG	Merl Craft / Pete Longmire Alternate	Standing	Annual	J. Sbranti
SF Bay Regional Water Quality Board	Merl Craft / Pete Longmire Alternate	Standing	As needed	J. Sbranti
Contra Costa County Fire Dist.	Pete Longmire / Jelani Killings Alternate	Standing	2nd Monday	J. Sbranti
Delta Diablo**	Pete Longmire / Juan Banales Alternate	Standing	2nd Wednesday	F. McKinley
East Co.Co.County Habitat Conservancy	Sal Evola / Pete Longmire Alternate	Standing	Monthly	F. McKinley
East County Water Management	Merl Craft / Pete Longmire Alternate	Standing	Annual	F. McKinley
TRANSPLAN / ECCRFFA	Sal Evola / Juan Banales Alternate	Standing	2nd Thursday	F. McKinley
Tri-Delta Transit (2 reps)***	Pete Longmire&Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	F. McKinley

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
East Bay League of Calif. Cities	Sal Evola / Merl Craft Alternate	Standing	3rd Thursday	*Rotational
Mayor's Conference	Merl Craft / Pete Longmire Alternate	Standing	1st Thursday	J. Sbranti/G. Evans
School Districts Committee (2 reps)	Merl Craft &Jelani Killings / Juan Banales Alt.	Standing	4th Thursday even months	J. Sbranti

SUBCOMMITTEES (2 reps)	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
CAC/CDBG	Juan Banales & Jelani Killings / Pete Longmire Alt.	Standing	As needed	M. Aliotti
Pittsburg Recognition Committee	Merl Craft / Pete Longmire Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Pete Longmire &Juan Banales / Sal Evola Alt.	Standing	Quarterly	G. Evans
Finance Subcommittee	Sal Evola & Pete Longmire / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Sal Evola &Juan Banales / Merl Craft Alt.	Ad Hoc	As needed	F. McKinley
Local Contracting & Preference Policy	Merl Craft & Sal Evola	Ad Hoc	As needed	F. McKinley/B.Farmer
Pittsburg Arts & Community Foundation	Merl Craft& Jelani Killings / Pete Longmire Alt.	Standing	As needed	J. Sbranti
Pittsburg Police Activities League (PAL)	Banales / Killings Alt.	Standing	Monthly	B. Addington
Power Company Advisory	Pete Longmire & Juan Banales / Merl Craft Alt.	Standing	As needed	G. Evans
Sister City Committee	Sal Evola&Merl Craft/ Pete Longmire Alt.	Ad Hoc	As needed	G. Evans
Successor Agency Subcommittee	Merl Craft &Jelani Killings / Pete Longmire Alt.	Standing	As needed	G. Evans

*Rotational Staff as assigned by City Manager
**Stipend of $209 per month
***Stipend of $100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

Following is a tentative list of currently scheduled Commission meetings for the upcoming month. For further information, please visit our website at www.ci.pittsburg.ca.us and click on the CALENDAR link for meetings, dates, times and locations.

Commission	Tentative Meeting Dates
Planning Commission	2nd and 4th Tuesdays
Community Advisory Commission	1st Wednesday

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chambers.

Community Advisory Commission meetings are regularly held the first Wednesday of the monthin the Pittsburg City Hall Council Chambers.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an “as needed basis”.For a list of subcommittees that Council Members and staff are assigned to, please see the “Council Committee List” attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City’s website, www.ci.pittsburg.ca.us, as soon as it is determined. Please check the Calendar on the City’s website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION

ARBOR DAY
PITTSBURG – TREE CITY U.S.A.
May 20, 2017

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and,

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and,

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and,

WHEREAS, Pittsburg has been recognized as "Tree City U.S.A." by the National Arbor Day Foundation and desires to continue its efforts to plant and maintain trees.

NOW THEREFORE, I, Marilyn Craft Mayor, on behalf of the City Council of the City of Pittsburg, do hereby proclaim May 20, 2017 as "Arbor Day" in the City of Pittsburg and urge all citizens to support our City's urban forestry program and further, I encourage all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

May 15, 2017

CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES

DATE: April 17, 2017

LOCATION: Council Chambers, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS

Marilyn Craft, Mayor/Chair
Dwaine "Pete" Longmire, Vice-Mayor/Chair Member
Sal Evola, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Michelle King, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Joe Sbranti, City Manager/Executive Director
Ruthann Ziegler, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

CALL TO ORDER

Chair Craft called the meeting of the Housing Authority to order at 7:52 P.M. in the City Council Chambers at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

All Members were present.

CONSENT CALENDAR

On motion by Vice Chair Longmire, seconded by Member Banales, to adopt and carried unanimously.

2.. Minutes of March 20, 2017

3.. Disbursement List of March 31, 2017

ADJOURNMENT

The Housing Authority was adjourned at 7:53 P.M. to May 15, 2017.

Respectfully submitted,

Alice E. Evenson, Secretary

PITTSBURG HOUSING AUTHORITY

Disbursement List Summary

For the month of April 2017

VOUCHERS	Ck#	Amount	HAP[1]	VASH[2]	UR[3]	Portability	Admin. Fee	TOTAL
	145738 -145868	1,236,242.65	1,078,776.63	129,110.00	8,948.88	13,273.00	6,134.14	1,236,242.65
	40117001- 40117481							-
								-
	145869-145877	38,818.74	34,171.00	3,425.00	1,020.00	-	202.74	38,818.74
	41517001-41517023							-
								-
								-
								-
	TOTAL	1,275,061.39	1,112,947.63	132,535.00	9,968.88	13,273.00	6,336.88	$ 1,275,061.39

[1]Housing Assistance Payment [2]Veterans Affairs Supportive Housing [3]Utility Reimbursement

ADMINISTRATIVE EXPENSES		Amount	Description	TOTAL
	Paid to	$ 35,390.61	Full Time salaries	$ 35,390.61
	City of Pittsburg	$ -	Stipend	-
	(4/17 Operating	-	Part Time salaries	-
	Expenses)	-	Overtime salaries	-
		5,633.52	Retirement	5,633.52
		8,958.25	Retirement-Pension bonds	8,958.25
		11,483.46	Health Insurance	11,483.46
		118.12	Life Insurance	118.12
		973.80	Dental Insurance	973.80
		1,892.70	Workers Comp	1,892.70
		195.03	Unemployment Insurance	195.03
		140.74	Disability Ins.	140.74
		2,687.41	FICA	2,687.41
		670.00	Deferred Compensation	670.00
		606.58	Allocated Retiree/Med/Vac Buy-Bk/Empl Term	606.58
		2,687.50	Retiree OPEB Costs	2,687.50
		-	Office Supplies	-
		-	Textbooks	-
		1,194.84	Postage	1,194.84
		-	Misc Equip & Furniture < $5,000	-
		-	Other Special Departmental Supplies	-
		155.36	Utilities (Gas, Electric & Water)	155.36
		1,111.44	Telephone - Regular	1,111.44
		81.25	Telephone - Other	81.25
		-	Membership Dues & Subscriptions	-
		1,032.00	Travel, Training, & Conference	1,032.00
		1,312.91	Insurance - Alloc Chgs	1,312.91
		-	Legal Fees	-
			Auditing Expense	-
		-	Settlement Hearing	-
		750.00	Other Contractual & Professional Service	750.00
		-	Advertising & Promotion	-
		-	Maintenance Agreements	-
		-	Maintenance & Repairs	-
			Equipment Rental	-
		2,375.00	Building Rental	2,375.00
		571.91	Fleet Maintenance Alloc Chgs	571.91
		1,276.16	Building Maintenance Alloc Chgs	1,276.16
		2,655.41	Information Systems Alloc Chgs	2,655.41
		-	Bad Debt Expense	-
		4,376.66	Admin overhead paid to city	4,376.66
		-	Legal - Non Retainer/Non Reimbursable	-
		60.73	Utilities (Gas, Electric, & Water) - Rental	60.73
		-	Advertising & Promotion	-
		145.00	Maintenance & Repairs - Rental	145.00
		-	Property Tax payment - Rental	-
		120.35	Other fees - Rental	120.35
			Lighting & Landscape Assessment - Rental	-
		1,465.91	Transfer-Out to OPEB (Unfunded Liabilities)	1,465.91
	TOTAL	90,122.65		90,122.65

VOIDED CHECKS & ADJUSTMENTS	Ck#	Amount	Reason	TOTAL
	145026	(41.00)	Check lost - reissued 4/15/17	(41.00)
	145144	(41.00)	Check lost - reissued 4/15/17	(41.00)
	145399	(41.00)	Check lost - reissued 4/15/17	(41.00)
	145727	(1,234.00)	Check lost - reissued 4/15/17	(1,234.00)
	145866	(1,234.00)	Check lost - reissued 4/15/17	(1,234.00)
	40117090	(1,127.00)	ACH returned (reissued on 5/1/17)	(1,127.00)
				-
	TOTAL	(3,718.00)		$ (3,718.00)

NET of Issued and Voided $ 1,361,466.04

I:\Departments\Finance\Divisions\Housing\Housing\Council's Disbursement List\Disbursement List Summary for Council

5/4/17

5-4-17

Check Summary

April 1, 2017

Check Number	Check Date	Payee Tax ID	Payee	Amount
Choice Voucher				
* 145738	4/1/17	*****2494	Amana K Cornish	171.00
145739	4/1/17	*****7496	Angel R White	22.00
145740	4/1/17	*****1508	Angela N Taylor	183.00
145742	4/1/17	*****6117	Athena A Ruiz	136.00
145743	4/1/17	*****8598	Cheryl A Edwards	43.00
145744	4/1/17	*****6061	Denise R Ford	44.00
145745	4/1/17	*****6094	Devon D Cravanas	24.00
145746	4/1/17	*****7930	Donald R Watson, Sr.	344.89
145747	4/1/17	*****2940	Donnette L Terrell	103.00
145748	4/1/17	*****2521	Erica W Kelley	179.00
145749	4/1/17	*****8921	I'Janae D Elder	78.00
145750	4/1/17	*****7375	Johnnie B Hayes	1.00
145751	4/1/17	*****6990	Kaylah J Ward	19.00
145752	4/1/17	*****6519	Krystal M Williams	82.00
145753	4/1/17	*****0262	Lalinda M Reyna	62.00
145754	4/1/17	*****9706	Lenaye A Lee-Carter	7.00
145755	4/1/17	*****7280	Mareece M Harrison	14.00
145756	4/1/17	*****5133	Mary P Grigsby	16.00
145757	4/1/17	*****8275	Mildred G Botello	102.00
145758	4/1/17	*****2314	Nicole Hackett	2,376.00
145759	4/1/17	*****4119	Pashenia D Sanders	158.00
145760	4/1/17	*****6216	Ricolya N Tiger	23.00
145761	4/1/17	*****6935	Samaiyah A Warren	131.00
145763	4/1/17	*****1512	Shawn A Prince	4.00
145764	4/1/17	*****3058	Sherlina R Reed	35.00
145765	4/1/17	*****3542	Starr C Bronson	11.00
145766	4/1/17	*****8485	Talina D Hoover	14.00
145769	4/1/17	*****5605	Tomicka M Brumfield	93.00
145772	4/1/17	*****7492	Yeong P McMorris	142.00
145773	4/1/17	*****9283	Latoya C Roper	83.00
145774	4/1/17	*****1418	Patricia A Blocker	51.00
145775	4/1/17	*****8240	Vanna L Warga	172.00
145777	4/1/17	*****2890	Raquel E Miller	41.00
145778	4/1/17	*****0864	Rochelle Scurlock	88.00

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145779	4/1/17	*****8623	Kimberly A Limas	138.00
145780	4/1/17	*****7724	Carla R Fortenberry	3.00
145781	4/1/17	*****4208	Ono c Rothschild	171.00
145782	4/1/17	*****2184	Evelyn Smith	282.00
145783	4/1/17	*****1433	Tamiesha S Smith	83.00
145784	4/1/17	*****2077	Samantha L Reed	3.00
145785	4/1/17	*****6624	Cyndie I Bliss	62.00
145786	4/1/17	*****9247	Laverne B Rice	41.00
145787	4/1/17	*****8683	Angel M Gulley	65.00
145788	4/1/17	*****4785	Kanya D Ridley	214.00
145789	4/1/17	*****6527	Brandi N Davis	83.00
145790	4/1/17	*****5753	Kevin j Hernandez	218.00
145791	4/1/17	*****6015	Sherron A Camp	133.00
145792	4/1/17	*****2405	Christina M Torres-Turner	172.00
145793	4/1/17	*****6241	Felisha L Lee	145.00
145794	4/1/17	*****2941	Sadrina Sims	214.00
145795	4/1/17	*****0531	Akilah Z Parker	143.00
145796	4/1/17	*****8384	Laura L Jacobsen	41.00
145797	4/1/17	*****3256	Melanie M Brooks	14.00
145798	4/1/17	*****5492	Michelle m Williams	89.00
145799	4/1/17	*****3136	Sheree M Nessler	119.00
145800	4/1/17	*****0046	Letta D Christian	91.00
145801	4/1/17	*****7135	Michele N Nichols	96.00
145802	4/1/17	*****5626	Lashawn P Fields	42.00
145803	4/1/17	*****4702	Tracey S Russell	14.00
145804	4/1/17	*****4559	Julie A Young	44.00
145805	4/1/17	*****4831	Valencia M Griffin	51.00
145806	4/1/17	*****0248	Abdul A Wardak	25.00
145807	4/1/17	*****1015	Jessica D Parker	214.00
145808	4/1/17	*****2695	Monique Thompson	27.00
145809	4/1/17	*****1686	Jasmine J Jackson	46.00
145810	4/1/17	*****5298	Gloria F Nelson	14.00
145811	4/1/17	*****6507	Melissa R Griffin	14.00
145812	4/1/17	*****3602	Michelle R Moorehead	8.00
145813	4/1/17	*****3869	Charlene M Best	87.00
145814	4/1/17	*****4721	Ebony N Manning	61.00
145815	4/1/17	*****2217	Camille A Lascano	1.00
145816	4/1/17	*****8078	Lisa E Gordon	12.00
145817	4/1/17	*****2808	Ramona P Jimenez	76.00
145818	4/1/17	*****4136	Sheiliece e Johnson	92.00
145820	4/1/17	*****1606	Tamika Brown	35.00

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145821	4/1/17	*****3905	Avisha c Augustus	119.00
145822	4/1/17	*****5083	Crystal j Houston	131.00
145823	4/1/17	*****1696	Angela M Lenzi	13.00
145824	4/1/17	*****3183	Sonja I Campos	40.00
145825	4/1/17	*****5072	Chawnette D Sneed	47.00
145826	4/1/17	*****8818	Lisa n Macpheators	129.00
145827	4/1/17	*****2559	Amira C Smith	35.00
145828	4/1/17	*****8533	Ebony N Washington	120.00
145829	4/1/17	*****8566	Twyla M Lumsey	29.00
145830	4/1/17	*****3277	Stacie J Hogan	41.00
145831	4/1/17	*****6969	Judy J Nelum	9.00
145832	4/1/17	*****3349	Iris S Randall	37.00
145833	4/1/17	*****0840	Dalisha L Bernstine	159.00
145834	4/1/17	*****7242	Johnisha K Downs	100.00
145835	4/1/17	*****1238	Ramonda A Carlos	134.00
145836	4/1/17	*****6995	Graciela Arroyo	56.00
145837	4/1/17	*****7390	Masuda Nawabi	40.00
145838	4/1/17	*****5549	Jessica L Williams	9.00
145839	4/1/17	*****5330	Lateefah A Childress	52.00
145840	4/1/17	*****7822	Daudi K Edmond	36.00
145841	4/1/17	*****5758	Monique c Chaves	113.00
145842	4/1/17	*****3226	Riquel A Neal	190.00
145843	4/1/17	*****1164	Michelle M Balestrieri	144.00
145844	4/1/17	*****6095	Leilani S Gomez	39.00
145845	4/1/17	*****7882	Deja L Horton	158.00
145846	4/1/17	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	2,000.00
145847	4/1/17	*****9524	Ahmed H Abushgarah	84.00
145848	4/1/17	*****9326	Western Addition Apartments, LLC	1,463.00
145849	4/1/17	*****8574	Alamo Square Apartments LLC	3,031.00
145852	4/1/17	*****3423	Sally Lea Hickman	1,234.00
145853	4/1/17	*****6180	K. E. M. Group LLC	2,944.00
145854	4/1/17	*****0978	King County Housing Authority	1,321.00
* 145856	4/1/17	*****6908	Haiyan Lan	2,076.00
145857	4/1/17	*****3848	Leticia Carasi Malasig	942.00
145858	4/1/17	*****6768	Matrixone Realty	1,132.00
145859	4/1/17	*****3124	Dante McDonald	1,036.00
145860	4/1/17	*****2593	Ba Nguyen Thu Thi Ngo	1,542.00
145861	4/1/17	*****9618	Oklahoma Housing Finance Agency	595.00
145862	4/1/17	*****6230	Effie R. Page	1,730.00

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145863	4/1/17	*****9182	Lorene Paysinger		1,177.00
145864	4/1/17	*****7243	Linda Phon		929.00
145866	4/1/17	*****1327	Thuy Tran		1,234.00
145867	4/1/17	*****5313	Sean Thuyet Truong		1,836.00
145868	4/1/17	*****0126	Marina West 10 LLC		1,965.00
* 40117001	4/1/17	*****2626	9th Street Associates, LP	DD - ES	3,945.00
40117002	4/1/17	*****0229	Meerwais Abdiani	DD - ES	867.00
40117003	4/1/17	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	5,110.00
40117004	4/1/17	*****3963	Rohit V Aggarwal	DD - ES	800.00
40117005	4/1/17	*****6232	Rosario Aguilar	DD - ES	482.00
40117006	4/1/17	*****5759	Rosa Aguirre	DD - ES	1,875.00
40117007	4/1/17	*****9530	Demetrius Alexander	DD - ES	1,365.00
40117008	4/1/17	*****2539	Ida Alfaro	DD - ES	368.00
40117009	4/1/17	*****9681	Dale Alvarez	DD - ES	1,489.00
40117010	4/1/17	*****7474	David Alves	DD - ES	582.00
40117011	4/1/17	*****0387	James or Brenda Anderson	DD - ES	2,187.00
40117012	4/1/17	*****2467	Waheed Arabshahi	DD - ES	1,822.00
40117013	4/1/17	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	1,549.00
40117014	4/1/17	*****0707	Sergeant or Sima Austin	DD - ES	1,479.00
40117015	4/1/17	*****3967	Ajay Banga	DD - ES	2,800.00
40117016	4/1/17	*****2764	Mel L. Banagan	DD - ES	1,081.00
40117017	4/1/17	*****4138	Carlos G. Barraza	DD - ES	820.00
40117018	4/1/17	*****7446	Bay Burg Property, LLC	DD - ES	1,096.00
40117019	4/1/17	*****5979	John Bedford	DD - ES	376.00
40117020	4/1/17	*****9093	Holly Beech	DD - ES	3,990.00
40117021	4/1/17	*****8439	Frank Belleci	DD - ES	1,379.00
40117022	4/1/17	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	1,668.00
40117023	4/1/17	*****2521	Belmont Apartments	DD - ES	16,848.00
40117024	4/1/17	*****2521	Belmont Apartments	DD - ES	16,396.00
40117025	4/1/17	*****2521	Belmont Apartments	DD - ES	17,621.00
40117026	4/1/17	*****2521	Belmont Apartments	DD - ES	17,549.00
40117027	4/1/17	*****2521	Belmont Apartments	DD - ES	6,624.00
40117028	4/1/17	*****5996	Alex Benjamen	DD - ES	898.00
40117029	4/1/17	*****7889	Tennyson Berry	DD - ES	2,882.00
40117030	4/1/17	*****0044	Teresita R. Berdiago	DD - ES	783.00
40117031	4/1/17	*****8634	Bethel Global Development LLC	DD - ES	1,334.00
40117032	4/1/17	*****7075	Som N Bhatia	DD - ES	1,843.00
40117033	4/1/17	*****0602	Pinakin Bhatt	DD - ES	1,793.00
40117034	4/1/17	*****8470	Joseph B. Bachir	DD - ES	1,064.00

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40117035	4/1/17	*****3895	Anthony L. Blackburn	DD - ES	**1,425.00**
40117036	4/1/17	*****3502	Black Diamond Management	DD - ES	**1,384.00**
40117037	4/1/17	*****4738	c/o Drew Eggum DBA Blue Sapphire Homes	DD - ES	**1,902.00**
40117038	4/1/17	*****7357	Shanxia Yang Bolton	DD - ES	**477.00**
40117039	4/1/17	*****5924	Steven Booras	DD - ES	**1,923.00**
40117040	4/1/17	*****3015	Michael Brady	DD - ES	**499.00**
40117041	4/1/17	*****5829	Brian Carter	DD - ES	**1,588.00**
40117042	4/1/17	*****6215	Janet Brown	DD - ES	**715.00**
40117043	4/1/17	*****7469	Jessica G. or Sean Brophy	DD - ES	**1,188.00**
40117044	4/1/17	*****9783	Lauren H Brown	DD - ES	**1,324.00**
40117045	4/1/17	*****2142	Huong T. Bui	DD - ES	**2,699.00**
40117046	4/1/17	*****3080	Vu Manh Bui	DD - ES	**1,540.00**
40117047	4/1/17	*****3187	Burga Family California Trust	DD - ES	**1,975.00**
40117049	4/1/17	*****5586	John R. Burk or Carla Burk	DD - ES	**1,565.00**
40117050	4/1/17	*****3026	Jerome Busby	DD - ES	**2,021.00**
40117051	4/1/17	*****7349	Xuelong Cao	DD - ES	**764.00**
40117053	4/1/17	*****4042	Donnell I. Carson	DD - ES	**1,715.00**
40117054	4/1/17	*****5079	Castle Creek Company, Inc.	DD - ES	**1,207.00**
			Trust Account		
40117055	4/1/17	*****8164	Ricardo C. Cayabyab	DD - ES	**1,387.00**
40117056	4/1/17	*****6869	Cora Ann Chambers	DD - ES	**1,545.00**
40117057	4/1/17	*****6228	Gayle Chamberlain	DD - ES	**1,708.00**
40117058	4/1/17	*****0398	Kan Chuen Chan	DD - ES	**1,950.00**
40117059	4/1/17	*****5571	P. M. Chaobal	DD - ES	**2,200.00**
40117060	4/1/17	*****1853	Hong Chen	DD - ES	**1,745.00**
40117061	4/1/17	*****8946	Jienlin Chen	DD - ES	**2,017.00**
40117062	4/1/17	*****0128	Ping Chen	DD - ES	**1,359.00**
40117063	4/1/17	*****2680	Sherry Chen	DD - ES	**569.00**
40117064	4/1/17	*****5473	Hwa-Yoong Chiu	DD - ES	**915.00**
40117065	4/1/17	*****3211	Ada Choi	DD - ES	**3,224.00**
40117066	4/1/17	*****2454	Chun Ok Choi	DD - ES	**1,502.00**
40117067	4/1/17	*****0310	City of Pittsburg Housing Authority	DD - ES	**4,062.00**
40117068	4/1/17	*****3591	Juan F. Clara	DD - ES	**1,523.00**
40117069	4/1/17	*****7054	Ping Cao	DD - ES	**1,427.00**
40117070	4/1/17	*****1362	College Park Housing Authority	DD - ES	**1,140.58**
40117071	4/1/17	*****8060	Betty Conner	DD - ES	**958.00**
40117072	4/1/17	*****3394	Kim Cortesi	DD - ES	**1,700.00**
40117083	4/1/17	*****7194	Maria G. Costa	DD - ES	**739.00**
40117084	4/1/17	*****1944	Melonie C. Miles - Trustee Phillip Cotton and Freddie Cotton 2005 Trust	DD - ES	**1,684.00**
40117085	4/1/17	*****9808	Yolo County Housing Authority	DD - ES	**445.58**

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40117086	4/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**19,032.00**
40117087	4/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**19,284.00**
40117088	4/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**13,762.00**
40117089	4/1/17	*****6569	Jeannette D. Crespo	DD - ES	**2,269.00**
40117090	4/1/17	*****8888	Bruce Croskey Bruce Croskey Real Estate	DD - ES	**1,127.00**
40117091	4/1/17	*****4259	Junie Varela Crosby	DD - ES	**1,361.00**
40117092	4/1/17	*****9605	Michelle D. Crosby	DD - ES	**1,226.00**
40117093	4/1/17	*****7900	Patricia Crosby	DD - ES	**1,225.00**
40117094	4/1/17	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	**1,365.00**
40117095	4/1/17	*****6248	Justin Dailey	DD - ES	**1,255.00**
40117096	4/1/17	*****1622	Dam Quang To	DD - ES	**2,017.00**
40117097	4/1/17	*****8853	Antoinette Davis	DD - ES	**364.00**
40117098	4/1/17	*****2963	Audrey Davis	DD - ES	**911.00**
40117099	4/1/17	*****0396	Kesha E. Davis	DD - ES	**1,257.00**
40117100	4/1/17	*****8929	Kevin Davidson	DD - ES	**837.00**
40117101	4/1/17	*****4961	Paulette Davis	DD - ES	**1,147.00**
40117102	4/1/17	*****6115	Roshan M. Davis	DD - ES	**1,377.00**
40117103	4/1/17	*****9068	Jagdeep or Shashi Dayal	DD - ES	**2,500.00**
40117104	4/1/17	*****8370	Charles Dellamore	DD - ES	**140.00**
40117105	4/1/17	*****5882	David De La Torre	DD - ES	**1,231.00**
40117107	4/1/17	*****1004	Brigitte P. Doan	DD - ES	**4,935.00**
40117108	4/1/17	*****9716	JoAnn or Larry Domina	DD - ES	**1,404.00**
40117109	4/1/17	*****5043	Alex Dongallo	DD - ES	**597.00**
40117110	4/1/17	*****4930	Tuan Do	DD - ES	**2,004.00**
40117111	4/1/17	*****3109	Doniki Dudley	DD - ES	**1,733.00**
40117112	4/1/17	*****6538	Linda Duong	DD - ES	**689.00**
40117113	4/1/17	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**7,680.00**
40117114	4/1/17	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	**1,114.00**
40117115	4/1/17	*****3757	Alma B Espiritu	DD - ES	**1,702.00**
40117116	4/1/17	*****6095	Rosario Espejo	DD - ES	**1,380.00**
40117117	4/1/17	*****0484	Pedro Amaya Estrada	DD - ES	**1,528.00**
40117118	4/1/17	*****7154	Elham Falahat	DD - ES	**2,135.00**
40117119	4/1/17	*****6027	Jianxin Fang Jia Liu	DD - ES	**3,828.00**
40117120	4/1/17	*****3835	Michael Mao C/O Jing Feng	DD - ES	**2,054.00**

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40117121	4/1/17	*****8236	Anthony Ferrell	DD - ES	**1,551.00**
40117122	4/1/17	*****2790	Barbara J. Fierner	DD - ES	**1,090.00**
40117123	4/1/17	*****9447	Joseph Field	DD - ES	**1,262.00**
40117124	4/1/17	*****7691	Hernan Roberto Figueroa	DD - ES	**934.00**
40117125	4/1/17	*****0962	Tochia D. Brewster Fleeton	DD - ES	**937.00**
40117126	4/1/17	*****5773	Alexander Flowers	DD - ES	**1,478.00**
40117127	4/1/17	*****1547	HomeForward (Housing Authority of Portland)	DD - ES	**1,521.00**
40117128	4/1/17	*****4032	Fox Creek Apartments	DD - ES	**19,779.00**
40117129	4/1/17	*****4032	Fox Creek Apartments	DD - ES	**9,451.00**
40117130	4/1/17	*****0284	Monica Fraga	DD - ES	**1,775.00**
40117131	4/1/17	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	**1,058.00**
40117132	4/1/17	*****8997	Fan Fuller	DD - ES	**908.00**
40117133	4/1/17	*****9634	Gialene Gaines	DD - ES	**1,450.00**
40117134	4/1/17	*****8306	Bao Wen Gao	DD - ES	**2,023.00**
40117135	4/1/17	*****6981	Adraine Gardner	DD - ES	**1,834.00**
40117136	4/1/17	*****4278	Antoinette L Garcia	DD - ES	**1,220.00**
40117137	4/1/17	*****7036	David Gardner	DD - ES	**2,876.00**
40117138	4/1/17	*****0785	Rupesh Garg Samantha Garg	DD - ES	**2,218.00**
40117139	4/1/17	*****2931	William H. Gardiner	DD - ES	**1,746.00**
40117140	4/1/17	*****5111	Gateway Apartments	DD - ES	**5,898.00**
40117141	4/1/17	*****5298	Parvindokht Ghaboulidashti	DD - ES	**700.00**
40117142	4/1/17	*****2770	Eva Gholson	DD - ES	**2,666.00**
40117143	4/1/17	*****1145	Vernon or Eva Gholson	DD - ES	**2,300.00**
40117144	4/1/17	*****5958	Jacqueline Gill	DD - ES	**1,041.00**
40117145	4/1/17	*****8187	Sukpran Gill	DD - ES	**1,626.00**
40117146	4/1/17	*****9852	Spencer Gilford and Tara Gilford	DD - ES	**2,100.00**
40117147	4/1/17	*****3032	Jesse Gonzaga	DD - ES	**923.00**
40117148	4/1/17	*****6940	Frances Greene	DD - ES	**1,964.00**
40117149	4/1/17	*****4872	Rodney Green	DD - ES	**1,177.00**
40117150	4/1/17	*****3361	Rupinder Grewal	DD - ES	**2,000.00**
40117151	4/1/17	*****7325	Patricia Gridley	DD - ES	**835.00**
40117152	4/1/17	*****6305	Italo Grossi	DD - ES	**1,581.00**
40117153	4/1/17	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	**1,370.00**
40117154	4/1/17	*****0940	Krystle Guan	DD - ES	**7,438.00**
40117155	4/1/17	*****1575	Bob Gunson Real Estate C/O Julie Hang	DD - ES	**1,357.00**
40117156	4/1/17	*****5267	Abhilash Gupta	DD - ES	**5,128.00**
40117157	4/1/17	*****7930	Donald R. Watson, Sr.	DD - ES	**1,291.11**
40117158	4/1/17	*****6176	Asharfun Nisha Hafiz	DD - ES	**1,212.00**
40117159	4/1/17	*****0457	Jeffrey Paul Hagler	DD - ES	**1,311.00**

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40117160	4/1/17	*****9827	Delores Jane Hall	DD - ES	**1,434.00**
40117161	4/1/17	*****1584	Christian L. Hanson	DD - ES	**1,281.00**
40117162	4/1/17	*****1769	Lawrence Harrold	DD - ES	**1,679.00**
40117163	4/1/17	*****3902	Yogesh Chamdra Hari Sadita Devi	DD - ES	**1,328.00**
40117164	4/1/17	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	**4,194.00**
40117165	4/1/17	*****5859	Chuanhu He	DD - ES	**1,511.00**
40117166	4/1/17	*****6728	David T. Hennigan	DD - ES	**7,589.00**
40117167	4/1/17	*****3097	Silvester C. Henderson	DD - ES	**3,153.00**
40117168	4/1/17	*****5221	Anna Hernandez	DD - ES	**1,148.00**
40117169	4/1/17	*****7408	Serene Herrmann	DD - ES	**2,035.00**
40117170	4/1/17	*****1057	Diamond Hillside Apartments	DD - ES	**1,005.00**
40117171	4/1/17	*****1603	Marva Hill	DD - ES	**455.00**
40117172	4/1/17	*****6255	Carl E. Hoard II	DD - ES	**1,460.00**
40117173	4/1/17	*****7386	Hanh Huu Hoang	DD - ES	**1,776.00**
40117174	4/1/17	*****4106	Albert Ho	DD - ES	**1,848.00**
40117175	4/1/17	*****2084	Annie Ho The Annie Ho Living Trust	DD - ES	**910.00**
40117176	4/1/17	*****8576	Joyce Ann Hoffman	DD - ES	**1,214.00**
40117177	4/1/17	*****7451	Gloria H. Holbrook	DD - ES	**1,750.00**
40117178	4/1/17	*****4543	Ronald G. Holmes	DD - ES	**929.00**
40117179	4/1/17	*****5700	Tony Ho	DD - ES	**1,480.00**
40117180	4/1/17	*****3787	Howard County Housing Commission	DD - ES	**1,184.00**
40117181	4/1/17	*****1535	Fanny Kao Huang	DD - ES	**1,984.00**
40117182	4/1/17	*****8816	Ming Zin Huang	DD - ES	**2,450.00**
40117183	4/1/17	*****7984	Tao Huang	DD - ES	**7,562.00**
40117184	4/1/17	*****7179	Ya Jing Huang	DD - ES	**2,228.00**
40117185	4/1/17	*****9084	Nancy Xiu Zhen Hu	DD - ES	**2,365.00**
40117186	4/1/17	*****6229	Thinh Trieu Huynh	DD - ES	**1,379.00**
40117187	4/1/17	*****0778	IGreen House Inc.	DD - ES	**1,193.00**
40117188	4/1/17	*****8007	2015-1 IH2 Borrower LP	DD - ES	**3,187.00**
40117189	4/1/17	*****4320	IH2 Property West, L.P.	DD - ES	**1,106.00**
40117190	4/1/17	*****7013	Eugene G. Imperato	DD - ES	**1,173.00**
40117191	4/1/17	*****2726	IH4 Property West LP	DD - ES	**1,979.00**
40117192	4/1/17	*****8323	Keyee Investment LLC	DD - ES	**577.00**
40117193	4/1/17	*****1017	LaShon D Irving	DD - ES	**2,176.00**
40117194	4/1/17	*****0911	Mario Isidro	DD - ES	**1,549.00**
40117195	4/1/17	*****6821	Michael or Kay Isola	DD - ES	**1,416.00**
40117196	4/1/17	*****2036	Brandi Jackson C/O Perry Realty Team	DD - ES	**1,820.00**
40117197	4/1/17	*****4910	Sameer Jain	DD - ES	**1,574.00**
40117198	4/1/17	*****1349	Jason Le	DD - ES	**1,683.00**

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40117199	4/1/17	*****0833	Alonzo D. Johnson	DD - ES	**943.00**
40117200	4/1/17	*****8569	Ronita Johnson	DD - ES	**1,230.00**
40117201	4/1/17	*****8867	James Jones	DD - ES	**1,774.00**
40117202	4/1/17	*****2434	Sharon Jones	DD - ES	**1,741.00**
40117203	4/1/17	*****9670	Cheryl D Joseph	DD - ES	**1,797.00**
40117204	4/1/17	*****4905	Mostaeen B Jouya	DD - ES	**1,862.00**
40117205	4/1/17	*****5704	Jaynee Walton Separate Property Trust	DD - ES	**1,573.00**
40117206	4/1/17	*****5647	Om Parkash Kalra	DD - ES	**2,585.00**
40117207	4/1/17	*****8425	Wei Kang	DD - ES	**1,686.00**
40117208	4/1/17	*****1731	Deepinder Kaur	DD - ES	**2,384.00**
40117209	4/1/17	*****7429	Navkirandeep Kaur	DD - ES	**1,149.00**
40117210	4/1/17	*****9411	Anthony Keslinke	DD - ES	**1,525.00**
40117211	4/1/17	*****4095	Nadeem Khan	DD - ES	**4,101.00**
40117212	4/1/17	*****0839	Alan T. Kilpatrick	DD - ES	**1,401.00**
40117213	4/1/17	*****5113	Michelle King	DD - ES	**1,960.00**
40117214	4/1/17	*****0888	KW Kirker Creek, LLC	DD - ES	**2,926.00**
40117215	4/1/17	*****7475	Qi Yun Kuang	DD - ES	**1,950.00**
40117216	4/1/17	*****8506	Simon Kailiang Kuang	DD - ES	**1,327.00**
40117217	4/1/17	*****9316	Zdzislaw Kujawa	DD - ES	**780.00**
40117218	4/1/17	*****2585	Daniel Kwan	DD - ES	**2,141.00**
40117219	4/1/17	*****6229	Simon Chuen-Sang Kwong	DD - ES	**1,202.00**
40117220	4/1/17	*****8326	Thomas LaFleur	DD - ES	**1,888.00**
40117221	4/1/17	*****7845	Chow Kang Lam	DD - ES	**1,663.00**
40117222	4/1/17	*****6520	Shirley Manly-Lampkin	DD - ES	**1,029.00**
40117223	4/1/17	*****6102	Maria Lara	DD - ES	**1,608.00**
40117224	4/1/17	*****7975	Peter C. Larsen	DD - ES	**933.00**
40117225	4/1/17	*****2401	Kevin Lassair	DD - ES	**1,828.51**
40117226	4/1/17	*****4732	Latif, LLC	DD - ES	**634.00**
40117227	4/1/17	*****0938	Ingrid Lau	DD - ES	**1,408.00**
40117228	4/1/17	*****8224	Kai Man Lau	DD - ES	**1,299.00**
40117229	4/1/17	*****9373	Delphia M. or Clarence Lawson	DD - ES	**1,093.00**
40117230	4/1/17	*****8227	George Van and Fannie Mae Lawson Trust Sharon Kay LaShon Trustee	DD - ES	**726.00**
40117231	4/1/17	*****2293	LCSTAR, LLC	DD - ES	**5,839.00**
40117232	4/1/17	*****8548	Jack Wai Lee	DD - ES	**1,866.00**
40117233	4/1/17	*****1755	Siu Wan Windytiti Lee	DD - ES	**1,338.00**
40117234	4/1/17	*****2527	Steven Lee	DD - ES	**1,107.00**
40117235	4/1/17	*****5289	Yuhjen Juang Lee	DD - ES	**1,564.00**
40117236	4/1/17	*****1860	Lena Le	DD - ES	**1,072.00**
40117237	4/1/17	*****9382	Luigi Leoncio, LLC	DD - ES	**1,509.00**
40117238	4/1/17	*****3782	Joseph C. Lerma	DD - ES	**911.00**

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40117239	4/1/17	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**2,642.00**
40117240	4/1/17	*****3410	John M. Leung	DD - ES	**5,757.00**
40117241	4/1/17	*****8951	Kin or Siu F. Leung	DD - ES	**1,406.00**
40117242	4/1/17	*****3743	May Leung or Rodney Chen	DD - ES	**1,181.00**
40117243	4/1/17	*****2110	Peter Leung	DD - ES	**1,994.00**
40117244	4/1/17	*****5185	Fortunee Lichaa	DD - ES	**1,654.00**
40117245	4/1/17	*****3386	Crestview Apartments	DD - ES	**718.00**
40117246	4/1/17	*****0416	Faqiang Li	DD - ES	**1,382.00**
40117247	4/1/17	*****7827	Jinhuan Li	DD - ES	**885.00**
40117248	4/1/17	*****5495	Jian S Lin	DD - ES	**1,456.00**
40117249	4/1/17	*****1849	Jie Lin	DD - ES	**1,702.00**
40117250	4/1/17	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	**975.00**
40117251	4/1/17	*****6076	Chingyao J Liu Wei Chen	DD - ES	**1,578.00**
40117252	4/1/17	*****3881	Vivian Y Li	DD - ES	**2,453.00**
40117253	4/1/17	*****1547	Paul Livson	DD - ES	**1,397.00**
40117254	4/1/17	*****0050	Wei Min Li	DD - ES	**1,545.00**
40117255	4/1/17	*****9003	Ying Hong Li	DD - ES	**1,686.00**
40117256	4/1/17	*****1646	Paul Long	DD - ES	**1,782.00**
40117257	4/1/17	*****1474	Los Medanos Village Apartments	DD - ES	**13,924.00**
40117258	4/1/17	*****2131	Tiffinee L Loud	DD - ES	**1,515.00**
40117259	4/1/17	*****7531	Tony or Yvonne Louie	DD - ES	**1,393.00**
40117260	4/1/17	*****4218	Lorenzo Love	DD - ES	**1,356.00**
40117261	4/1/17	*****1790	Valerie Love	DD - ES	**1,829.00**
40117262	4/1/17	*****5602	Marshall & Sonya Lowe	DD - ES	**1,112.00**
40117263	4/1/17	*****0153	Ariston Laurito Loyola	DD - ES	**829.00**
40117264	4/1/17	*****7720	Jose Loza	DD - ES	**1,898.00**
40117265	4/1/17	*****2354	Andrew Kin Lui	DD - ES	**4,798.00**
40117266	4/1/17	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	**1,720.00**
40117267	4/1/17	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	**1,822.00**
40117268	4/1/17	*****1821	Curtis H. Lundberg	DD - ES	**577.00**
40117269	4/1/17	*****3474	Edward Luna	DD - ES	**727.00**
40117270	4/1/17	*****1596	Kenneth Luong	DD - ES	**1,579.00**
40117271	4/1/17	*****5430	Kiet A. Ly	DD - ES	**1,061.00**
40117272	4/1/17	*****4009	Yolanda McDonald	DD - ES	**677.00**
40117273	4/1/17	*****5865	Rakesh Madra	DD - ES	**2,679.00**
40117274	4/1/17	*****2191	Radha Mahesram	DD - ES	**1,794.00**
40117275	4/1/17	*****4372	Jennifer Leung Ma	DD - ES	**1,350.00**
40117276	4/1/17	*****1989	Jeff Mann	DD - ES	**6,047.00**

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40117277	4/1/17	*****5378	Glenn Marshall	DD - ES	**1,341.00**
40117278	4/1/17	*****2875	Marla Y Harrison	DD - ES	**513.00**
40117279	4/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	**13,464.00**
40117280	4/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	**14,201.00**
40117281	4/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	**15,166.00**
40117282	4/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	**7,457.00**
40117283	4/1/17	*****5287	Louie W. Maruri El Dorado Apartments	DD - ES	**802.00**
40117284	4/1/17	*****3065	Tanya Martha	DD - ES	**1,837.00**
40117285	4/1/17	*****3048	Rita J. McCrystle	DD - ES	**1,146.00**
40117286	4/1/17	*****7174	Samuel McCree	DD - ES	**1,166.00**
40117287	4/1/17	*****6494	Dorothy McDonald	DD - ES	**1,841.00**
40117288	4/1/17	*****6342	James & Diana Gail McDonald c/o Yolanda McDonald	DD - ES	**971.00**
40117289	4/1/17	*****1925	Veronica R. McElroy	DD - ES	**2,093.00**
40117290	4/1/17	*****1152	Janice K McLean	DD - ES	**1,103.00**
40117291	4/1/17	*****4675	Meadow Glen Apartments	DD - ES	**2,720.00**
40117292	4/1/17	*****9866	Tatung Mei	DD - ES	**3,217.00**
40117293	4/1/17	*****4316	Joel Mejia	DD - ES	**428.00**
40117294	4/1/17	*****5245	Jinyu Meng	DD - ES	**2,051.00**
40117295	4/1/17	*****4885	Sabine Menzel	DD - ES	**4,943.00**
40117296	4/1/17	*****0133	Mercedes P. Johnson	DD - ES	**653.00**
40117297	4/1/17	*****8272	Hector Meza	DD - ES	**785.00**
40117298	4/1/17	*****7437	Perchak Properties for Carol Miller	DD - ES	**1,695.00**
40117299	4/1/17	*****9782	Maryann Miller	DD - ES	**1,142.00**
40117300	4/1/17	*****2618	Carlos J Miranda	DD - ES	**793.00**
40117301	4/1/17	*****0772	Hassan Mirabedi	DD - ES	**6,857.00**
40117302	4/1/17	*****6741	Gwendolyn Mitchell	DD - ES	**1,655.00**
40117303	4/1/17	*****7083	Ronnie Eric Moffett Estate	DD - ES	**1,735.00**
40117304	4/1/17	*****6340	Moe Mojaddidi	DD - ES	**4,833.00**
40117305	4/1/17	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	**1,059.00**
40117306	4/1/17	*****6975	Joseph Nelson Morin	DD - ES	**1,660.00**
40117307	4/1/17	*****7725	Ricardo Moran Gonzalez	DD - ES	**1,110.00**
40117308	4/1/17	*****4997	Saleem Rashid Muhammad	DD - ES	**1,859.00**
40117309	4/1/17	*****3642	Eva Munn	DD - ES	**641.00**
40117310	4/1/17	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	**1,035.00**
40117311	4/1/17	*****0105	Ehsan Nabkel	DD - ES	**2,826.00**
40117312	4/1/17	*****9276	Fariba Naji	DD - ES	**1,800.00**
40117313	4/1/17	*****6234	Shinder Paul Narabut	DD - ES	**5,152.00**
40117314	4/1/17	*****9518	Farida Nawabi	DD - ES	**2,098.00**

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40117315	4/1/17	*****0054	NC Associates, Inc.	DD - ES	**7,922.00**
40117316	4/1/17	*****6959	Joy Neal	DD - ES	**1,562.00**
40117317	4/1/17	*****5257	Guy Nesbeth	DD - ES	**2,870.00**
40117318	4/1/17	*****4114	James or Margaret Nevis	DD - ES	**1,162.00**
40117319	4/1/17	*****3516	New Way Management Services	DD - ES	**6,255.00**
40117320	4/1/17	*****6613	Ivy Kit Fan Ngan	DD - ES	**1,876.00**
40117321	4/1/17	*****1072	Dominic Y Ng	DD - ES	**2,765.00**
40117322	4/1/17	*****3604	Knowland Ging Ng	DD - ES	**4,176.00**
40117323	4/1/17	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	**2,045.00**
40117324	4/1/17	*****9319	Sunny S Ng	DD - ES	**1,357.00**
40117325	4/1/17	*****0738	Hieu Nguyen	DD - ES	**1,495.00**
40117326	4/1/17	*****7154	Huy Quang Nguyen	DD - ES	**2,113.00**
40117327	4/1/17	*****4366	Quyen Nguyen	DD - ES	**1,610.00**
40117328	4/1/17	*****8241	Tieu Nguyen	DD - ES	**1,027.00**
40117329	4/1/17	*****7265	Ernest Nichols III	DD - ES	**3,101.00**
40117330	4/1/17	*****9886	Northstar Financial Group, LLC	DD - ES	**763.00**
40117331	4/1/17	*****8129	Kevin Nord Nord Investment Real Estate	DD - ES	**900.00**
40117332	4/1/17	*****2286	North State Financial, Inc.	DD - ES	**1,535.00**
40117334	4/1/17	*****5572	Dwight J Owens	DD - ES	**1,137.00**
40117335	4/1/17	*****7606	Juanita Olayo	DD - ES	**1,121.00**
40117336	4/1/17	*****4543	Esosa A. Omokaro	DD - ES	**2,386.00**
40117337	4/1/17	*****0588	Orange County Housing Authority	DD - ES	**2,112.00**
40117338	4/1/17	*****3741	Sandra L Ortiz	DD - ES	**1,827.00**
40117339	4/1/17	*****2915	Tony Jose Ortiz	DD - ES	**1,440.00**
40117340	4/1/17	*****1081	Chinenye Osuagwu	DD - ES	**2,099.00**
40117341	4/1/17	*****3324	Mutlu Ozer	DD - ES	**1,439.00**
40117342	4/1/17	*****4083	Pacific Living, LLC	DD - ES	**2,080.00**
40117343	4/1/17	*****1176	John Mario Pascuzzi	DD - ES	**1,403.00**
40117344	4/1/17	*****7811	Hemangini & Vijendra Patel	DD - ES	**2,100.00**
40117345	4/1/17	*****0885	Kokila Patel	DD - ES	**1,048.00**
40117346	4/1/17	*****8684	Virendra M. Patel	DD - ES	**1,841.00**
40117347	4/1/17	*****8047	Jason Pauline	DD - ES	**1,433.00**
40117348	4/1/17	*****3189	Loycell Peacock	DD - ES	**1,013.00**
40117349	4/1/17	*****5165	Scott Pease	DD - ES	**945.00**
40117350	4/1/17	*****2788	Jade Penarelli	DD - ES	**1,534.00**
40117351	4/1/17	*****5889	Douglas B Perry	DD - ES	**817.00**
40117352	4/1/17	*****3278	Maria Del Carmen Perez	DD - ES	**264.00**
40117353	4/1/17	*****6784	Lowde Y. Perkins	DD - ES	**883.00**
40117354	4/1/17	*****8225	Shiv Pertab	DD - ES	**1,702.00**

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40117355	4/1/17	*****0958	Pittsburg Park Apartments	DD - ES	**4,485.00**
40117356	4/1/17	*****7605	Portofino Apartments	DD - ES	**8,274.00**
40117357	4/1/17	*****4031	Principle Capital, LLC	DD - ES	**1,163.00**
40117358	4/1/17	*****8826	Prime Metropolis Properties, Inc.	DD - ES	**3,565.00**
40117359	4/1/17	*****2849	IH5 Property West, LP	DD - ES	**1,837.00**
40117360	4/1/17	*****3398	Marples Property Management	DD - ES	**3,280.00**
40117361	4/1/17	*****4650	A. Meadows Property Management	DD - ES	**2,395.00**
40117362	4/1/17	*****7789	Stokley Properties LLC Harbor	DD - ES	**2,392.00**
40117363	4/1/17	*****8055	Property Upsurge, Inc.	DD - ES	**12,918.00**
40117364	4/1/17	*****0782	Amjad Qaqish	DD - ES	**1,118.00**
40117365	4/1/17	*****9542	Sam or Sonia Quinones	DD - ES	**1,796.00**
40117366	4/1/17	*****4029	Amos Radford	DD - ES	**1,400.00**
40117367	4/1/17	*****1397	Balraj Singh Rai	DD - ES	**725.00**
40117368	4/1/17	*****2261	Paramjit K. Raju	DD - ES	**3,282.00**
40117369	4/1/17	*****3452	Christopher Ramirez	DD - ES	**1,639.00**
40117370	4/1/17	*****8489	Enrique or Stacy Ramirez	DD - ES	**429.00**
40117372	4/1/17	*****5276	Rizal Ramos, Jr.	DD - ES	**1,161.00**
40117373	4/1/17	*****2283	Rohini Ram	DD - ES	**1,075.00**
40117374	4/1/17	*****6068	David Raughton	DD - ES	**2,949.00**
40117376	4/1/17	*****7349	Eric Franklin Remson	DD - ES	**1,095.00**
40117377	4/1/17	*****1078	Cora Lee Rice Anderson Rice	DD - ES	**905.00**
40117379	4/1/17	*****5935	Marie Rice	DD - ES	**1,267.00**
40117380	4/1/17	*****9321	Roger Riley	DD - ES	**1,735.00**
40117381	4/1/17	*****4115	Tamara Rivas Douglas Rivas	DD - ES	**121.00**
40117382	4/1/17	*****6917	Ronald D. Shelly or Julie Crowder	DD - ES	**1,080.00**
40117383	4/1/17	*****7629	Emilio Ruiz	DD - ES	**1,032.00**
40117384	4/1/17	*****5248	Constance Russell	DD - ES	**1,318.00**
40117385	4/1/17	*****0759	Sacramento Housing And Redevelopment Agency	DD - ES	**2,200.16**
40117386	4/1/17	*****3871	Maridel P Santos	DD - ES	**1,150.00**
40117387	4/1/17	*****3011	Alicia Saucedo	DD - ES	**1,437.00**
40117388	4/1/17	*****9954	Richard M. Sciortino	DD - ES	**837.00**
40117389	4/1/17	*****7031	Jacqueline Selinger	DD - ES	**1,658.00**
40117390	4/1/17	*****5346	Young Sook Seroy	DD - ES	**1,898.00**
40117392	4/1/17	*****1446	Mohinder Sharma	DD - ES	**1,001.00**
40117393	4/1/17	*****7239	Shailesh & Bela Patel	DD - ES	**2,456.00**
40117394	4/1/17	*****4900	Paul Shatswell	DD - ES	**1,460.00**
40117395	4/1/17	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	**1,837.00**
40117396	4/1/17	*****5981	Yihui Shi	DD - ES	**1,618.00**

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40117397	4/1/17	*****7789	Siena Court Apartments	DD - ES	**8,480.00**
40117398	4/1/17	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**3,778.00**
40117399	4/1/17	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**11,164.00**
40117400	4/1/17	*****4614	Vincenzo Signorino	DD - ES	**1,420.00**
40117401	4/1/17	*****6650	Frank M. Siino	DD - ES	**1,200.00**
40117402	4/1/17	*****8035	Joseph Michael Siino	DD - ES	**1,137.00**
40117403	4/1/17	*****5399	Gloria Silva	DD - ES	**853.00**
40117404	4/1/17	*****7250	2012-C Property Holdings LLC	DD - ES	**2,779.00**
40117405	4/1/17	*****3639	Raman Singh	DD - ES	**1,925.00**
40117406	4/1/17	*****6058	Son Singh	DD - ES	**1,338.00**
40117407	4/1/17	*****4970	Molly Smith	DD - ES	**1,863.00**
40117408	4/1/17	*****9092	Sherritta M Smith	DD - ES	**816.00**
40117409	4/1/17	*****2032	Cinthia Sosa	DD - ES	**1,576.00**
40117410	4/1/17	*****2985	Gloria Spahn	DD - ES	**1,250.00**
40117411	4/1/17	*****6977	Angela E. Robinson-Spencer	DD - ES	**1,104.00**
40117412	4/1/17	*****3465	Ramzi D Srouji	DD - ES	**1,810.00**
40117413	4/1/17	*****1601	George W. Stephens	DD - ES	**1,333.00**
40117414	4/1/17	*****5308	R R Rentals	DD - ES	**1,324.00**
40117416	4/1/17	*****6314	Amad Sultan	DD - ES	**2,511.00**
40117417	4/1/17	*****1235	Summit Venture Group, LLC	DD - ES	**1,819.00**
40117418	4/1/17	*****6168	Kamaljeet Surila	DD - ES	**1,089.00**
40117419	4/1/17	*****0399	Joyce Hui Sy	DD - ES	**6,217.00**
40117420	4/1/17	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	**1,525.00**
40117421	4/1/17	*****2332	TAH 2016-1 Borrower LLC	DD - ES	**925.00**
40117422	4/1/17	*****9558	Edward C Tan	DD - ES	**694.00**
40117423	4/1/17	*****5832	Mohammad Tapus	DD - ES	**2,743.00**
40117424	4/1/17	*****5480	Tasia La Vonda Johnson	DD - ES	**1,780.00**
40117425	4/1/17	*****6283	Yun Teng Weijie Zhang	DD - ES	**1,680.00**
40117426	4/1/17	*****2164	Quyen Minh Thai	DD - ES	**1,431.00**
40117427	4/1/17	*****9314	Silvia Thein and Ada Choi	DD - ES	**1,554.00**
40117428	4/1/17	*****3966	William Thiessen	DD - ES	**1,117.00**
40117429	4/1/17	*****4049	ChingJen Tong	DD - ES	**3,469.00**
40117430	4/1/17	*****1405	Lourdes or Raymond Tovar	DD - ES	**1,598.00**
40117431	4/1/17	*****2094	Raphael Minhtuyen Tran	DD - ES	**4,948.00**
40117432	4/1/17	*****6035	Tam Van Tran	DD - ES	**1,226.00**
40117433	4/1/17	*****6165	Thanh Van Trinh	DD - ES	**1,466.00**
40117434	4/1/17	*****3572	Nhan Chi Truong	DD - ES	**383.00**
40117435	4/1/17	*****9321	Van Truong	DD - ES	**1,795.00**

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40117436	4/1/17	*****8392	Xavier Van Truong	DD - ES	**9,122.00**
40117437	4/1/17	*****5553	David Tseng	DD - ES	**1,559.00**
40117439	4/1/17	*****4582	Lidia Valladares	DD - ES	**1,573.00**
40117440	4/1/17	*****5853	Tu Van	DD - ES	**1,541.00**
40117441	4/1/17	*****3371	Gary D. Vasconcellos	DD - ES	**1,091.00**
40117442	4/1/17	*****8457	Sareena Lata Velu	DD - ES	**1,640.00**
40117443	4/1/17	*****9682	Nuno G Vieira	DD - ES	**3,076.00**
40117444	4/1/17	*****6074	Fazal U. Wafadar	DD - ES	**1,639.00**
40117445	4/1/17	*****2720	Stephen Cordell Wafer	DD - ES	**876.00**
40117446	4/1/17	*****2768	Huan Rong Wang	DD - ES	**855.00**
40117447	4/1/17	*****6924	Lining Wan	DD - ES	**3,191.00**
40117448	4/1/17	*****6945	Wei Wang	DD - ES	**1,400.00**
40117449	4/1/17	*****1634	Yu Ruo Wang	DD - ES	**1,410.00**
40117450	4/1/17	*****5502	Mildred Lucille Washington	DD - ES	**1,996.00**
40117451	4/1/17	*****4793	Wealth Links Resources, LLC	DD - ES	**3,362.00**
40117453	4/1/17	*****4384	Wenying Chang	DD - ES	**1,535.00**
40117454	4/1/17	*****5014	Nubia P. or David West	DD - ES	**1,430.00**
40117455	4/1/17	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**1,939.00**
40117457	4/1/17	*****5057	Kathleen and John Wilson	DD - ES	**874.00**
40117458	4/1/17	*****8702	Kathy D. Williams	DD - ES	**1,953.00**
40117459	4/1/17	*****5026	Windeler Development Group, Inc.	DD - ES	**1,357.00**
40117460	4/1/17	*****1769	Alan York Lun Wong Alan York Lun Wong	DD - ES	**116.00**
40117461	4/1/17	*****1862	Danny Ching-Yam Wong	DD - ES	**1,768.00**
40117462	4/1/17	*****1157	Har Pan Wong	DD - ES	**5,783.00**
40117463	4/1/17	*****6356	Joanne Wong	DD - ES	**1,309.00**
40117464	4/1/17	*****1060	Kinney Ming Wong	DD - ES	**1,399.00**
40117465	4/1/17	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES	**1,581.00**
40117466	4/1/17	*****7094	Bridge-Regional Partners Inc	DD - ES	**7,022.00**
40117467	4/1/17	*****5565	Yuk Lin Woo	DD - ES	**678.00**
40117468	4/1/17	*****1853	WR Properties, Inc.	DD - ES	**1,415.00**
40117469	4/1/17	*****3962	Hong Wu	DD - ES	**3,189.00**
40117470	4/1/17	*****5388	Jian Ai Xuan	DD - ES	**1,807.00**
40117471	4/1/17	*****3880	Ping Ping Xu Keming Wang	DD - ES	**3,576.00**
40117472	4/1/17	*****2366	Karl Yick C/O Teresita D. Pereira	DD - ES	**1,228.00**
40117473	4/1/17	*****6779	Sally Yip	DD - ES	**814.00**
40117474	4/1/17	*****6178	Chris Kui You	DD - ES	**1,876.00**

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40117475	4/1/17	*****7622	Yee Yue Cheung	DD - ES	**755.00**
40117476	4/1/17	*****8664	Mohammad Zalmaiyar	DD - ES	**2,127.00**
40117477	4/1/17	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	**1,500.00**
40117478	4/1/17	*****3259	Xirong Zhao	DD - ES	**1,387.00**
40117479	4/1/17	*****4367	Xiang Yang Zheng	DD - ES	**1,467.00**
40117480	4/1/17	*****7805	Shengguo Zhu	DD - ES	**4,710.00**
40117481	4/1/17	*****6132	Ying Zhu	DD - ES	**2,500.00**

Choice Voucher

HAP	1,092,049.63
UR	8,594.88
Damage Claim	
Vacancy Claim	
Administrative Fee	654.32
FSS Escrow Account	
Shelter Plus Security Deposit	
Other	0.00
All Payments	**$1,101,298.83**

Check Summary

April 1, 2017

Check Number	Check Date	Payee Tax ID	Payee		Amount
VASH					
145741	4/1/17	*****6041	Anthony L Johnson		**23.00**
145762	4/1/17	*****1136	Shannon O Murphy		**30.00**
145767	4/1/17	*****4896	Theodore A Taylor		**14.00**
145768	4/1/17	*****2982	Timothy P Harrington		**23.00**
145770	4/1/17	*****7845	Troy Mills		**81.00**
145771	4/1/17		Vacaville Housing Authority		**1,038.00**
145776	4/1/17	*****3447	David S Loesch		**80.00**
145819	4/1/17	*****7574	Joseph A Newman		**59.00**
145850	4/1/17	*****9810	Housing Authority of the County of Alameda		**4,366.00**
145851	4/1/17	*****0331	Fairfield Housing Authority		**1,658.00**
145865	4/1/17	*****8227	Croskey Real Estate		**1,619.00**
40117023	4/1/17	*****2521	Belmont Apartments	DD - ES	**1,159.00**
40117032	4/1/17	*****7075	Som N Bhatia	DD - ES	**1,579.00**
40117048	4/1/17	*****8860	Joe Burns	DD - ES	**900.00**
40117052	4/1/17	*****2513	Clara Beatriz Cardenas	DD - ES	**1,080.00**

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40117073	4/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	**7,641.16**
40117074	4/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	**6,805.16**
40117075	4/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	**6,904.74**
40117076	4/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	**8,165.16**
40117077	4/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	**5,857.74**
40117078	4/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	**7,233.74**
40117079	4/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	**7,207.16**
40117080	4/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	**5,745.74**
40117081	4/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	**8,686.16**
40117082	4/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	**71.16**
40117086	4/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**5,697.00**
40117087	4/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**5,964.00**
40117088	4/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**3,334.00**
40117106	4/1/17	*****9507	Olga M. Disney	DD - ES	**1,191.00**
40117113	4/1/17	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**604.00**
40117129	4/1/17	*****4032	Fox Creek Apartments	DD - ES	**449.00**
40117140	4/1/17	*****5111	Gateway Apartments	DD - ES	**2,926.00**
40117156	4/1/17	*****5267	Abhilash Gupta	DD - ES	**1,650.00**
40117253	4/1/17	*****1547	Paul Livson	DD - ES	**1,218.00**
40117279	4/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	**972.00**
40117280	4/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	**861.00**
40117281	4/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	**1,789.00**
40117282	4/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	**1,017.00**
40117330	4/1/17	*****9886	Northstar Financial Group, LLC	DD - ES	**5,742.00**
40117333	4/1/17	*****0758	Oakland Housing Authority	DD - ES	**1,462.00**
40117361	4/1/17	*****4650	A. Meadows Property Management	DD - ES	**407.00**
40117371	4/1/17	*****6230	Leonardo Christopher Ramirez	DD - ES	**1,979.00**
40117375	4/1/17	*****2414	Tanya Nicole Ray	DD - ES	**1,860.00**
40117378	4/1/17	*****2935	RICHMOND HOUSING AUTHORITY	DD - ES	**4,480.90**
40117391	4/1/17	*****6840	Christopher Sha	DD - ES	**1,143.00**
40117397	4/1/17	*****7789	Siena Court Apartments	DD - ES	**772.00**
40117415	4/1/17	*****0437	Suisun City Housing Authority	DD - ES	**779.00**
40117438	4/1/17	*****0447	Solano County Housing Authority	DD - ES	**2,089.00**
40117452	4/1/17	*****4563	Isidoro Weitzman	DD - ES	**1,924.00**
40117455	4/1/17	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**3,244.00**
40117456	4/1/17	*****9380	Tracy J. Whitehead	DD - ES	**1,968.00**
40117468	4/1/17	*****1853	WR Properties, Inc.	DD - ES	**1,395.00**

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VASH

HAP	129,110.00
UR	354.00
Damage Claim	
Vacancy Claim	
Administrative Fee	5,479.82
FSS Escrow Account	
Shelter Plus Security Deposit	
Other	0.00
All Payments	**$134,943.82**

Grand Total

HAP	1,221,159.63
UR	8,948.88
Damage Claim	
Vacancy Claim	
Administrative Fee	6,134.14
FSS Escrow Account	
Shelter Plus Security Deposit	
Other	0.00
All Payments	**$1,236,242.65**

4/1/17 Check Summary

DD- 1,188,464.76+
CKS— 47,777.89+
1,236,242.65*

0.*

HAP (Regular)	$	1,078,776.63
HAP (VASH)		129,110.00
HAP (Port-In)		3,408.00
HAP (Port-Out)		9,865.00
Utility Reimbursement		8,948.88
Admin Fee		6,134.14
Total	$	1,236,242.65

Pro 3/28/17

3/28/17

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Check Summary

April 15, 2017

Check Number	Check Date	Payee Tax ID	Payee		Amount
Choice Voucher					
* 145869	4/15/17	*****6385	Marcia Price		71.00
145870	4/15/17	*****7492	Yeong P McMorris		12.00
145871	4/15/17	*****7911	Jackie I Haywood		516.00
145872	4/15/17	*****4353	Linda S Killion		16.00
145873	4/15/17	*****8384	Laura L Jacobsen		123.00
145874	4/15/17	*****7191	Marcelene Brooks		68.00
145875	4/15/17	*****1951	Vinisha D Thornton		214.00
145876	4/15/17	*****7951	IH5 Property West LP		2,000.00
145877	4/15/17	*****2593	Ba Nguyen Thu Thi Ngo		324.00
* 41517001	4/15/17	*****5255	Linda S Anderson	DD - ES	2,278.00
41517002	4/15/17	*****2521	Belmont Apartments	DD - ES	725.00
41517003	4/15/17	*****2672	Damon F. Bozeman	DD - ES	1,916.00
41517004	4/15/17	*****3037	Kelly Ann Bradford	DD - ES	1,494.00
41517005	4/15/17	*****0658	Earlean Brown	DD - ES	3,384.00
41517007	4/15/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	1,171.00
41517008	4/15/17	*****1622	Dam Quang To	DD - ES	1,109.00
41517009	4/15/17	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	1.00
41517010	4/15/17	*****1769	Lawrence Harrold	DD - ES	3,839.00
41517011	4/15/17	*****9411	Anthony Keslinke	DD - ES	1,670.00
41517012	4/15/17	*****0984	Dao Tran Le	DD - ES	669.00
41517013	4/15/17	*****0050	Wei Min Li	DD - ES	75.00
41517014	4/15/17	*****2354	Andrew Kin Lui	DD - ES	127.00
41517015	4/15/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	2,083.00
41517016	4/15/17	*****3516	New Way Management Services	DD - ES	74.00
41517017	4/15/17	*****7250	2012-C Property Holdings LLC	DD - ES	2,160.00
41517018	4/15/17	*****9092	Sherritta M Smith	DD - ES	686.00
41517019	4/15/17	*****5343	Deborah Steppe	DD - ES	2,137.00
41517020	4/15/17	*****1327	Thuy Tran	DD - ES	2,468.00
41517021	4/15/17	*****0250	Victor D Valenzuela	DD - ES	1,827.00
41517022	4/15/17	*****6945	Wei Wang	DD - ES	102.00
41517023	4/15/17	*****1853	WR Properties, Inc.	DD - ES	1,852.00

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Choice Voucher

HAP	34,171.00
UR	1,020.00
Damage Claim	
Vacancy Claim	
Administrative Fee	
FSS Escrow Account	
Shelter Plus Security Deposit	
Other	0.00
All Payments	**$35,191.00**

Check Summary

April 15, 2017

Check Number	Check Date	Payee Tax ID	Payee		Amount
VASH					
41517006	4/15/17	*****0746	Contra Costa County Housing Authority	DD - ES	**3,627.74**

VASH

HAP	3,425.00
UR	
Damage Claim	
Vacancy Claim	
Administrative Fee	202.74
FSS Escrow Account	
Shelter Plus Security Deposit	
Other	0.00
All Payments	**$3,627.74**

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Grand Total

HAP	37,596.00
UR	1,020.00
Damage Claim	
Vacancy Claim	
Administrative Fee	202.74
FSS Escrow Account	
Shelter Plus Security Deposit	
Other	0.00
All Payments	**$38,818.74** ✓

DD 35,474.74+
CKs 3,344.00+
38,818.74*✓

pro 4/12/17

4/15/17 CK Summary

4/12/17

HAP (Regular)	$	34,171.00
HAP (VASH)		3,425.00
HAP (Port-In)		-
HAP (Port-Out)		-
Utility Reimbursement		1,020.00
Admin Fee		202.74
Total	$	38,818.74

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Voided Payment Report From Payment History

April 11, 2017

Check #	Check Date	Payee Name		Amount
145026	10/1/2016	Laura L Jacobsen	Voided	41.00
145026	10/1/2016	Laura L Jacobsen	Voided Payment Offsetting Entry	-41.00
145144	11/1/2016	Laura L Jacobsen	Voided	41.00
145144	11/1/2016	Laura L Jacobsen	Voided Payment Offsetting Entry	-41.00
145399	1/1/2017	Laura L Jacobsen	Voided	41.00
145399	1/1/2017	Laura L Jacobsen	Voided Payment Offsetting Entry	-41.00

Total Voided Payments	**$123.00**
Total Offsetting Entries	**-$123.00**

Lost UR CKS - reissue @ 4/15/17 ck run

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Voided Payment Report From Payment History

April 11, 2017

Check #	Check Date	Payee Name		Amount
145727	3/1/2017	Thuy Tran	Voided	1234.00
145727	3/1/2017	Thuy Tran	Voided Payment Offsetting Entry	-1234.00
145866	4/1/2017	Thuy Tran	Voided	1234.00
145866	4/1/2017	Thuy Tran	Voided Payment Offsetting Entry	-1234.00

Total Voided Payments	**$2,468.00**
Total Offsetting Entries	**-$2,468.00**

Lost cks - reissue @ 4/15/17 Ck Run

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Voided Payment Report From Payment History

April 25, 2017

Check #	Check Date	Payee Name		Amount
40117090	4/1/2017	Bruce Croskey	Voided	1127.00
40117090	4/1/2017	Bruce Croskey	Voided Payment Offsetting Entry	-1127.00

Total Voided Payments	**$1,127.00**
Total Offsetting Entries	**-$1,127.00**

4/4 ACH Return :

4/1 HAP Pmt for Erica Givens

reissue @ 5/1 ck run

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OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 5/4/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Introduce and Waive Further Reading of an Ordinance Authorizing the Implementation of a Community Choice Aggregation Program and Approving the MCE Joint Powers Agreement

MEETING DATE: 5/15/2017

EXECUTIVE SUMMARY

Community Choice Aggregation (CCA) is a program in which local governments can authorize public facilities, businesses and residents be given a choice for electricity generation provider. This is a public hearing on an ordinance authorizing the implementation of a CCA program and approving the MCE Joint Powers Agreement, necessary steps to join MCE and have it become Pittsburg's CCA provider.

FISCAL IMPACT

There are no costs to Pittsburg to join MCE if Pittsburg completes required actions prior to June 30, 2017. There may be minor costs for staff time associated with the program's implementation and administration in Pittsburg.

RECOMMENDATION

City Council move to introduce, waive further reading, and pass to second reading the attached ordinance.

BACKGROUND

CCA programs, sometimes called Community Choice Energy programs, enable local governments and some special districts to procure and/or develop power on behalf of their public facilities, residents, and businesses. The existing utility continues to be responsible for transmitting and distributing electricity through the grid, maintaining infrastructure, billing customers, and customer services.

Joining a CCA program has both benefits and risks. Contra Costa County, in conjunction with Pittsburg and several other local cities, recently commissioned a technical study on CCA participation as well comparison of the benefits and risks of creating a new CCA program versus joining an existing one. The study predicted the County would likely benefit from CCA participation by lowering greenhouse gas emissions, offering the possibility of lower electricity rates and increased local job creation. The primary risk was the possibility that rates could increase. The study did not show overwhelming rewards to setting up a new program. After an initial review of the study results, the County Board of Supervisors established a preference for joining an existing CCA program, either MCE (originally Marin Clean Energy) or East Bay Community Energy (EBCE) - the program being set up by Alameda County.

On April 3, 2017 a Community Choice Energy Workshop was conducted for the Pittsburg City Council and interested members of the public. Presentations were made by Pittsburg staff, representatives of MCE and EBCE and comments were made by members of the public. City Council members heard the testimony regarding the potential benefits of CCA participation, including the opportunity to provide residents and businesses with a choice of energy suppliers. With the understanding that a County CCA program was not an option, City Council members instructed staff to come back with a recommendation on whether the City should join MCE or EBCE. After investigation and analysis, staff's assessment was that either provider could successfully deliver the expected benefits. However, the fact that MCE has been in operation for several years and had experience incorporating multiple new cities leads staff to recommend MCE as the preferred CCE provider for Pittsburg. A more detailed discussion of the main benefits and risks of joining MCE is below.

MCE BENEFITS:
Launched in 2010, MCE is a joint powers agency that contracts to provide electricity, operating a CCA program with the following elements:

- Consumer choice: Joining MCE provides residents and businesses with a choice regarding their energy provider and what type of energy they receive. MCE currently offers a default option of 50% renewable energy and an opt-up option of 100% renewable energy. California law gives ratepayers the option to opt-out of MCE and return to PG&E service if desired. They may also switch back to MCE later if desired. The costs to return to PG&E service after the introductory time are minimal at this time. There may also be unknown future costs for ratepayers switching to MCE at a later time.
- Greater access to energy efficiency and solar programs: Because PG&E still provides MCE customers with distribution services, MCE customers can still access PG&E energy efficiency and other programs. In addition, MCE offers its own energy efficiency programs specifically to its electricity customers. MCE offers a solar net energy metering program that is advantageous to solar customers.
- Competitive rates: Historically, MCE's rates have tended to be lower than PG&E's rates, resulting in cost savings for customers. Depending on a variety of factors, individuals may benefit from MCE's rate. However, rates are not guaranteed to be lower than PG&E's rates.
- Local control: MCE is governed by a Board of Directors made up of elected officials from each member jurisdiction. Pittsburg would have a vote on rate, policy, and program decisions where it has little influence now.
- Reduce greenhouse gas emissions: Joining a CCA can result in significant greenhouse gas reductions for Pittsburg.
- Support of community programs and projects: As a public agency, MCE allocates a portion of revenues to local projects and programs within its service area.

MCE RISKS:
The main risk is that MCE's rates will not be competitive with PG&E's rates due to regulatory, market, or other factors. Changes in a specific fee, the Power Charge Indifference Adjustment (PCIA), puts pressure on MCE rates and can result in the average MCE customer paying more than the average PG&E customer. The PCIA fee can be thought of as an exit fee paid to PG&E to shield its continuing rate payers from the costs incurred to supply customers it has lost. Over time, it is anticipated that this fee will be reduced as PG&E sheds the assets and contract costs associated with the PCIA. As stated above, MCE rates have usually been slightly lower than PG&E's rates. Rate fluctuations have resulted in one or the other being the lower cost alternative at any particular time but the rates are usually within one or two percent of each other. MCE offers alternatives with a higher level of renewable content.

Opting out or withdrawal from MCE
If the City of Pittsburg joins MCE's JPA and then no longer wants to participate, there are two options:

- Opting out the City's own accounts from MCE service, returning to PG&E electricity service. City residents and businesses could be encouraged to opt-out as well.
- Withdrawing from the JPA agreement, which could have significant financial impacts. MCE will have entered into long-term contracts worth millions of dollars for electricity to serve the Pittsburg and other areas. Pursuant to the terms of the JPA agreement, the City would continue to be liable for its pro-rata share of the value of some or all of the contracts that are entered into by the JPA during the time of the City's membership. Even if withdrawal occurs after joining MCE but before the community's enrollment, withdrawing from the JPA would still lead to some continuing liability.

SUBCOMMITTEE FINDINGS

Staff reviewed the analysis and recommendation with the Pittsburg Power Company subcommittee at its April 18, 2015 meeting. The subcommittee voted to support staff's recommendation.

STAFF ANALYSIS

The most compelling reason for Pittsburg to join MCE is that the program will provide a choice of energy suppliers to the City's businesses and residents where now there is just one supplier. There will be new options for electricity with a higher level of renewable content which may or may not be less expensive than the current situation. Constituents will have the opportunity to opt out of the program and stay with PG&E. Experience shows that the competition that comes with increased choice usually leads to more options and lower prices.

MCE MEMBERSHIP PROCESS:
The City needs to take the following steps to complete its MCE application by June 30, 2017 to join at no cost:

- Introduce at this meeting and adopt at a subsequent meeting the attached ordinance approving the terms of the MCE Joint Powers Agreement and authorizing its execution.
- Adoption of a resolution requesting membership in MCE.

- Approval of a Memorandum of Understanding (MOU) between MCE and Pittsburg. The MOU requires Pittsburg to provide a high level support for outreach and desk space for 2 MCE staff during the enrollment period and assignment of a primary staff contact to MCE.
- Complete PG&E forms authorizing MCE to review Pittsburg's electricity load data.

The second and third actions could be completed contemporaneously with the second reading of the ordinance in June.

Upon completion of the application materials, MCE will then conduct a membership analysis and if no negative impacts to MCE's electric generation rates are found and reductions in greenhouse gas emissions are found, MCE's Board of Directors will likely accept Pittsburg's membership. The current, higher exit fee will be considered in the membership analysis; however, a higher bottom line for customers due only to the exit fee charge would not disqualify Pittsburg from membership. MCE only sets its electric generation rates and will look at Pittsburg's potential impact on those generation rates. The exit fee is not set or approved by MCE and applies to all CCE customers.

If accepted for membership, MCE will work with the City of Pittsburg to plan and conduct community outreach before the community is enrolled and service begins. California state law requires that four enrollment notices be sent to every electricity customer, and MCE provides a fifth. The notices describe how to opt-out and are sent both before and after enrollment. There is no opt-out fee if done before service starts or within 60 days of the start of MCE service. Customers opting-out after 60 days pay a one-time $5 fee (residential) or $25 (commercial) administrative fee. MCE also works with communities to present to community organizations and businesses; run advertisements; create webpages; and conduct outreach in other languages.

ATTACHMENTS: Ordinance
MCE Joint Powers Agreement

Report Prepared By: Peter Guadagni, Power Company Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Authorizing the Implementation of a)
Community Choice Aggregation Programand) ORDINANCE NO. 17-1430
Approving the MCE Joint Powers Agreement)

The City Council of the City of Pittsburg DOES ORDAIN as follows:

SECTION 1.Recitals

A. On September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002,ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), whichauthorizes any California city or county, whose governing body so elects, to combine the electricity loadof its residents and businesses in a community-wide electricity aggregation program known asCommunity Choice Aggregation.

B. The Act expressly authorizes participation in a Community Choice Aggregation(CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy(now MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amendedfrom time to time.

C. On February 2, 2010 the California Public Utilities Commission certified the"Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.

D. On April 3, 2017 the City Council conducted a workshop on Community Choice Energy (CCE) also called Community Choice Aggregation at the conclusion of which Council directed staff to research and recommend a CCA program.

E. On April 18, 2017, staff presented its recommendation of MCE as the preferred CCA program to the Pittsburg Power Company Subcommitee. After questions and review, the Subcommittee voted to support staff's recommendation.

F. In order to become a member of the MCE, the Act requires the City of Pittsburg to individually adopt an ordinance electing to implement a Community Choice Aggregation programwithin its jurisdiction by and through its participation in the MCE.

SECTION 2.Findings

Based on the City Council Staff Report entitled, "Introduce and Waive Further Reading of an Ordinance Authorizing the Implementation of a Community Choice Energy Program and Approving the MCE Joint Powers Agreement," the City Council finds that all recitals above are true and correct and are incorporated herein by reference.

SECTION 3.Decision.

The City Council elects to implement a Community Choice Aggregation program within the City of Pittsburg's jurisdiction by and through the City of Pittsburg's participation in the MCE. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

SECTION 4.Severability

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5.Effective Date

This Ordinance shall take effect on the later of (a) the date the Board of Directors of MCE adopts a resolution adding the City of Pittsburg as a member of MCE, or (b) thirty (30) days after its adoption.

SECTION 6.Publication

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on May 15, 2017, and was adopted and ordered published at a meeting of the City Council held on June 5, 2017, by the following vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

_____
Marilyn Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Marin Energy Authority
- Joint Powers Agreement -

Effective December 19, 2008
As amended by Amendment No. 1 dated December 3, 2009
As further amended by Amendment No. 2 dated March 4, 2010
As further amended by Amendment No. 3 dated May 6, 2010
As further amended by Amendment No. 4 dated December 1, 2011
As further amended by Amendment No. 5 dated July 5, 2012
As further amended by Amendment No. 6 dated September 5, 2013
As further amended by Amendment No. 7 dated December 5, 2013
As further amended by Amendment No. 8 dated September 4, 2014
As further amended by Amendment No. 9 dated December 4, 2014
As further amended by Amendment No. 10 dated April 21, 2016

Among The Following Parties:
City of American Canyon
City of Belvedere
City of Benicia
City of Calistoga
Town of Corte Madera
City of El Cerrito
Town of Fairfax
City of Lafayette
City of Larkspur
City of Mill Valley
City of Napa
City of Novato
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of Sausalito
City of St. Helena
Town of Tiburon
City of Walnut Creek
Town of Yountville
County of Marin
County of Napa

MARIN ENERGY AUTHORITY
JOINT POWERS AGREEMENT

This **Joint Powers Agreement** ("Agreement"), effective as of December 19, 2008, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit B ("Parties"). The term "Parties" shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

RECITALS

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.

2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse emissions.

3. The purposes for the Initial Participants (as such term is defined in Section 2.2 below) entering into this Agreement include addressing climate change by reducing energy related greenhouse gas emissions and securing energy supply and price stability, energy efficiencies and local economic benefits. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production.

4. The Parties desire to establish a separate public agency, known as the Marin Energy Authority ("Authority"), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.

5. The Initial Participants have each adopted an ordinance electing to implement through the Authority Community Choice Aggregation, an electric service enterprise agency available to cities and counties pursuant to California Public Utilities Code Section 366.2 ("CCA Program"). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program. Regardless of whether or not Program Agreement 1 is approved and the CCA Program becomes operational, the parties intend for the Authority to continue to study, promote, develop, conduct, operate and manage other energy programs.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1
CONTRACT DOCUMENTS

1.1 **Definitions**. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 **Documents Included**. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A:	Definitions
Exhibit B:	List of the Parties
Exhibit C:	Annual Energy Use
Exhibit D:	Voting Shares

1.3 **Revision of Exhibits**. The Parties agree that Exhibits B, C and D to this Agreement describe certain administrative matters that may be revised upon the approval of the Board, without such revision constituting an amendment to this Agreement, as described in Section 8.4. The Authority shall provide written notice to the Parties of the revision of any such exhibit.

ARTICLE 2
FORMATION OF MARIN ENERGY AUTHORITY

2.1 **Effective Date and Term**. This Agreement shall become effective and Marin Energy Authority shall exist as a separate public agency on the date this Agreement is executed by at least two Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(10). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 **Initial Participants**. During the first 180 days after the Effective Date, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(10) to the Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party and is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

2.3 **Formation**. There is formed as of the Effective Date a public agency named the Marin Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.3 may not be amended unless such amendment is approved by the governing board of each Party.

2.4 **Purpose**. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate as a group in the CCA Program, as further described in Section 5.1. The Parties intend that subsequent agreements shall define the terms and conditions associated with the actual implementation of the CCA Program and any other energy programs approved by the Authority.

2.5 **Powers**. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:

2.5.1 make and enter into contracts;
2.5.2 employ agents and employees, including but not limited to an Executive Director;
2.5.3 acquire, contract, manage, maintain, and operate any buildings, works or improvements;
2.5.4 acquire by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
2.5.5 lease any property;
2.5.6 sue and be sued in its own name;
2.5.7 incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 et seq. and authority under the Act;
2.5.8 issue revenue bonds and other forms of indebtedness;
2.5.9 apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;

2.5.10 submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

2.5.11 adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Rules and Regulations"); and

2.5.12 make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.

2.6 **Limitation on Powers**. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the County of Marin.

2.7 **Compliance with Local Zoning and Building Laws**. Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed.

ARTICLE 3
AUTHORITY PARTICIPATION

3.1 **Addition of Parties**. Subject to Section 2.2, relating to certain rights of Initial Participants, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 4.9.1, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(10) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board. Notwithstanding the foregoing, in the event the Authority decides to not implement a CCA Program, the requirement that an additional party adopt the ordinance required by Public Utilities Code Section 366.2(c)(10) shall not apply. Under such circumstance, the Board resolution authorizing membership of an additional incorporated municipality or county shall be adopted in accordance with the voting requirements of Section 4.10.

3.2 **Continuing Participation**. The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

ARTICLE 4
GOVERNANCE AND INTERNAL ORGANIZATION

4.1 **Board of Directors**. The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2.

4.2 **Appointment and Removal of Directors**. The Directors shall be appointed and may be removed as follows:

4.2.1 The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party also shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The person appointed and designated as the Director or the alternate Director shall be a member of the governing body of the Party.

4.2.2 The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.11, shall specify the reasons for and process associated with the removal of an individual Director for cause. Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its Director and/or alternate Director has been removed may appoint a replacement.

4.3 **Terms of Office**. Each Director shall serve at the pleasure of the governing body of the Party that the Director represents, and may be removed as Director by such governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director in accordance with the provisions of Section 4.2 within 90 days of the date that such position becomes vacant.

4.4 **Quorum**. A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.

4.5 **Powers and Function of the Board**. The Board shall conduct or authorize to be conducted all business and activities of the Authority, consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.

4.6 **Executive Committee**. The Board may establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the executive committee such authority as the Board might otherwise exercise, subject to limitations placed on the Board's authority to delegate certain essential functions, as described in the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.11 to adopt and amend the Operating Rules and Regulations.

4.7 **Commissions, Boards and Committees**. The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement.

4.8 **Director Compensation**. Compensation for work performed by Directors on behalf of the Authority shall be borne by the Party that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.

4.9 **Board Voting Related to the CCA Program**.

4.9.1. To be effective, on all matters specifically related to the CCA Program, a vote of the Board shall consist of the following: (1) a majority of all Directors shall vote in the affirmative or such higher voting percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage vote") and (2) the corresponding voting shares (as described in Section 4.9.2 and Exhibit D) of all such Directors voting in the affirmative shall exceed 50%, or such other higher voting shares percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage voting shares"), provided that, in instances in which such other higher voting share percentage would result in any one Director having a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter.

4.9.2. Unless otherwise stated herein, voting shares of the Directors shall be determined by combining the following: (1) an equal voting share for each Director determined in accordance with the formula detailed in Section 4.9.2.1, below; and (2) an additional voting share determined in accordance with the formula detailed in Section 4.9.2.2, below.

4.9.2.1 Pro Rata Voting Share. Each Director shall have an equal voting share as determined by the following formula: (1/total number of

Directors) multiplied by 50, and

4.9.2.2 Annual Energy Use Voting Share. Each Director shall have an additional voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 50, where (a) "Annual Energy Use" means, (i) with respect to the first 5 years following the Effective Date, the annual electricity usage, expressed in kilowatt hours ("kWhs"), within the Party's respective jurisdiction and (ii) with respect to the period after the fifth anniversary of the Effective Date, the annual electricity usage, expressed in kWhs, of accounts within a Party's respective jurisdiction that are served by the Authority and (b) "Total Annual Energy" means the sum of all Parties' Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year

4.9.2.3 The voting shares are set forth in Exhibit D. Exhibit D may be updated to reflect revised annual energy use amounts and any changes in the parties to the Agreement without amending the Agreement provided that the Board is provided a copy of the updated Exhibit D.

4.10 **Board Voting on General Administrative Matters and Programs Not Involving CCA.** Except as otherwise provided by this Agreement or the Operating Rules and Regulations, each member shall have one vote on general administrative matters, including but not limited to the adoption and amendment of the Operating Rules and Regulations, and energy programs not involving CCA. Action on these items shall be determined by a majority vote of the quorum present and voting on the item or such higher voting percentage expressly set forth in Sections 7.2 and 8.4.

4.11 **Board Voting on CCA Programs Not Involving CCA That Require Financial Contributions.** The approval of any program or other activity not involving CCA that requires financial contributions by individual Parties shall be approved only by a majority vote of the full membership of the Board subject to the right of any Party who votes against the program or activity to opt-out of such program or activity pursuant to this section. The Board shall provide at least 45 days prior written notice to each Party before it considers the program or activity for adoption at a Board meeting. Such notice shall be provided to the governing body and the chief administrative officer, city manager or town manager of each Party. The Board also shall provide written notice of such program or activity adoption to the above-described officials of each Party within 5 days after the Board adopts the program or activity. Any Party voting against the approval of a program or other activity of the Authority requiring financial contributions by individual Parties may elect to opt-out of participation in such program or activity by

providing written notice of this election to the Board within 30 days after the program or activity is approved by the Board. Upon timely exercising its opt-out election, a Party shall not have any financial obligation or any liability whatsoever for the conduct or operation of such program or activity.

4.12 **Meetings and Special Meetings of the Board**. The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

4.13 **Selection of Board Officers.**

4.13.1 **Chair and Vice Chair**. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or (b) the Party that he or she represents withdraws form the Authority pursuant to the provisions of this Agreement.

4.13.2 **Secretary**. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

4.13.3 **Treasurer and Auditor**. The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depositary of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to

file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 6.

4.14 **Administrative Services Provider.** The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers that will be known as an Administrative Services Agreement. The Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 5
IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

5.1 **Preliminary Implementation of the CCA Program.**

5.1.1 **Enabling Ordinance**. Except as otherwise provided by Section 3.1, prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(10) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

5.1.2 **Implementation Plan**. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.9.

5.1.3 Effect of Vote On Required Implementation Action. In the event that two or more Parties vote to approve Program Agreement 1 or any earlier action required for the implementation of the CCA Program ("Required Implementation Action"), but such vote is insufficient to approve the Required Implementation Action under Section 4.9, the following will occur:

5.1.3.1 The Parties voting against the Required Implementation Action shall no longer be a Party to this Agreement and this Agreement shall be terminated, without further notice, with respect to each of the Parties voting against the Required Implementation Action at the time this vote is final. The Board may take a provisional vote on a Required Implementation Action in order to initially determine the position of the Parties on the Required Implementation Action. A vote, specifically stated in the record of the Board meeting to be a provisional vote, shall not be considered a final vote with the consequences stated above. A Party who is terminated from this Agreement pursuant to this section shall be considered the same as a Party that voluntarily withdrew from the Agreement under Section 7.1.1.1.

5.1.3.2 After the termination of any Parties pursuant to Section 5.1.3.1, the remaining Parties to this Agreement shall be only the Parties who voted in favor of the Required Implementation Action.

5.1.4 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

5.2 **<u>Authority Documents</u>**. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 7.

ARTICLE 6
FINANCIAL PROVISIONS

6.1 **Fiscal Year**. The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.

6.2 **Depository**.

6.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

6.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

6.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

6.3 **Budget and Recovery Costs**.

6.3.1 **Budget**. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Rules and Regulations.

6.3.2 **County Funding of Initial Costs**. The County of Marin shall fund the Initial Costs of the Authority in implementing the CCA Program in an amount not to exceed $500,000 unless a larger amount of funding is approved by the Board of Supervisors of the County**.** This funding shall be paid by the County at the times and in the amounts required by the Authority. In the event that the CCA Program becomes operational, these Initial Costs paid by the County of Marin shall be included in the customer charges for electric services as provided by Section 6.3.4 to the extent permitted by law, and the County of Marin shall be reimbursed from the

payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Marin shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

6.3.3 **CCA Program Costs**. The Parties desire that, to the extent reasonably practicable, all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through charges to CCA customers receiving such electric services.

6.3.4 **General Costs**. Costs that are not directly or indirectly attributable to the provision of electric services under the CCA Program, as determined by the Board, shall be defined as general costs. General costs shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

6.3.5 **Other Energy Program Costs**. Costs that are directly or indirectly attributable to energy programs approved by the Authority other than the CCA Program shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

ARTICLE 7
WITHDRAWAL AND TERMINATION

7.1 **Withdrawal**.

7.1.1 **General.**

7.1.1.1 Prior to the Authority's execution of Program Agreement 1, any Party may withdraw its membership in the Authority by giving no less than 30 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. To permit consideration by the governing body of each Party, the Authority shall provide a copy of the proposed Program Agreement 1 to each Party at least 90 days prior to the consideration of such agreement by the Board.

7.1.1.2 Subsequent to the Authority's execution of Program Agreement 1, a Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 6

months advance written notice of its election to do so, which notice shall be given to the Authority and each Party, and upon such other conditions as may be prescribed in Program Agreement 1.

7.1.2 **Amendment**. Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement in the manner provided by Section 8.4.

7.1.3 **Continuing Liability; Further Assurances**. A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 7.3. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Operating Rules and Regulations shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party.

7.2 **Involuntary Termination of a Party**. This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or the Authority Documents upon an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%, excluding the vote and voting shares of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 7.3. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.

7.3 **Continuing Liability; Refund**. Upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or liabilities arising from the Party's membership in the Authority through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities arising after the date of the Party's withdrawal or involuntary termination. In addition, such

Party also shall be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party.

7.4 **Mutual Termination**. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 7.1.

7.5 **Disposition of Property upon Termination of Authority**. Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 **Dispute Resolution**. The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Should such efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be settled by binding arbitration in accordance with policies and procedures established by the Board.

8.2 **Liability of Directors, Officers, and Employees**. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses

available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

8.3 **Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties and the public. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

8.4 **Amendment of this Agreement**. This Agreement may be amended by an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments. A Party shall be deemed to have withdrawn its membership in the Authority effective immediately upon the vote of the Board approving an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board. As described in Section 7.3, a Party that withdraws its membership in the Authority in accordance with the above-described procedure may be subject to continuing liabilities incurred prior to the Party's withdrawal. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.

8.5 **Assignment**. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 8.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

8.6 **Severability**. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.7 **Further Assurances**. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

8.8 **Execution by Counterparts**. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

8.9 **Parties to be Served Notice**. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Leon Garcia

Name: Leon Garcia

Title: Mayor

Date: 4.7.16

Party: City of American Canyon

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: _____

Name: Thomas Cromwell

Title: Mayor

Date: December 8, 2008

Party: City of Belvedere

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: _____

Name: Elizabeth Patterson

Title: Mayor

Date: 12.29.14

Party: City of Benicia

APPROVED AS TO FORM
_____
CITY ATTORNEY

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: _____

Name: Dylan Feik

Title: City Manager

Date: April 7, 2016

Party: City of Calistoga

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: _____

Name: Mike Parness

Title: City Manager

Date: 4.11.16

Party: City of Napa

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: _____

Name: Alexandra Cock

Title: Mayor

Date: December 6, 2011

Party: Town of Corte Madera

ATTEST

_____
Christine Green, Town Clerk

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: _____

Name: CHARLES F. McGLASHAN

Title: PRESIDENT, BD OF SUPERVISORS

Date: November 18 2008

Party: COUNTY OF MARIN

ARTICLE 9

Marin Clean Energy JPA Agreement

SIGNATURE

Amendment No. 8

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: _____

Name: Mark Luce,

Title: Chairman, Napa County Board of Supervisors

Date: 7/22/14

Party: Napa County

Approved as to form:

_____ Date 7/21/14

Minh Tran,

County Counsel

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: _____

Name: Scott Hanin

Title: City Manager

Date: 1/8/14

Party: City of El Cerrito

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: David Weinsoff

Name: David Weinsoff

Title: Mayor

Date: 2. 12. 09

Party: Town of Fairfax

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: _____

Name: Mark Mitchell

Title: Mayor

Date: 3-14-16

Party: City of Lafayette

Attest:

_____

Joanne Robbins, City Clerk

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: _____

Name: Larry Chu

Title: Mayor, Larkspur

Date: November 16, 2011

Party: CITY OF LARKSPUR

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: SMarshall

Name: Shawn E. Marshall

Title: Mayor

Date: December 2, 2008

Party: City of Mill Valley

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Madeline R. Kellner

Name: Madeline R. Kellner

Title: Mayor

Date: October 7, 2011

Party: City of Novato

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority

By: _____

Name: Gayle McLaughlin

Title: Mayor

Date: 7/5/12

Party: City of Richmond

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: _____

Name: Carla Small

Title: Mayor

Date: 11/16/11

Party: Town of Ross

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: _____

Name: Peter Breen

Title: Mayor

Date: January 9, 2009

Party: Town of San Anselmo

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: _____

Name: Paul V. Morris

Title: Mayor, City of San Pablo

Date: SEPT. 16, 2014

Party: City of San Pablo

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Cyr N. Miller

Name: Cyr N. Miller

Title: Vice Mayor

Date: DECEMBER 1, 2008

Party: CITY OF SAN RAFAEL

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Amy Belser

Name: Amy Belser

Title: Mayor

Date: November 18, 2008

Party: City of Sausalito

Attest:

Debbie Pagliaro
Deputy City Clerk

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Alan Galbraith

Name: Alan Galbraith

Title: Mayor

Date: 4/14/16

Party: City of St. Helena

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: _____

Name: ALICE FREDERICKS

Title: MAYOR

Date: 2/10/09

Party: TOWN OF TIBURON

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Loella Haskew

Name: LOELLA HASKEW

Title: MAYOR

Date: 4/13/16

Party: City of Walnut Creek

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: _____

Name: Steven R. Rogers

Title: Town Manager

Date: 4/12/16

Party: Town of Yountville

<u>Exhibit A</u>

To the
Joint Powers Agreement
Marin Energy Authority

-Definitions-

"AB 117" means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.

"Act" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq*.)

"Administrative Services Agreement" means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

"Agreement" means this Joint Powers Agreement.

"Annual Energy Use" has the meaning given in Section 4.9.2.2.

"Authority" means the Marin Energy Authority.

"Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

"Board" means the Board of Directors of the Authority.

"CCA" or "Community Choice Aggregation" means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

"CCA Program" means the Authority's program relating to CCA that is principally described in Sections 2.4 and 5.1.

"Director" means a member of the Board of Directors representing a Party.

"Effective Date" means the date on which this Agreement shall become effective and the Marin Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

"Implementation Plan" means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the

California Public Utilities Commission for the purpose of describing a proposed CCA Program.

"Initial Costs" means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of an Executive Director and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority's initial activities or in support of the negotiation, preparation and approval of one or more Administrative Services Provider Agreements and Program Agreement 1. Administrative and operational costs incurred after the approval of Program Agreement 1 shall not be considered Initial Costs.

"Initial Participants" means, for the purpose of this Agreement, the signatories to this JPA as of May 5, 2010 including City of Belvedere, Town of Fairfax, City of Mill Valley, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon and County of Marin.

"Operating Rules and Regulations" means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

"Parties" means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

"Party" means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

"Program Agreement 1" means the agreement that the Authority will enter into with an energy service provider that will provide the electricity to be distributed to customers participating in the CCA Program.

"Total Annual Energy" has the meaning given in Section 4.9.2.2.

<u>Exhibit B</u>

To the
Joint Powers Agreement
Marin Energy Authority

-List of the Parties-

City of American Canyon
City of Belvedere
City of Benicia
City of Calistoga
Town of Corte Madera
City of El Cerrito
Town of Fairfax
City of Larkspur
City of Lafayette
City of Mill Valley
City of Napa
City of Novato
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of Sausalito
City of St. Helena
Town of Tiburon
City of Walnut Creek
Town of Yountville
County of Marin
County of Napa

EXHIBIT C

Marin Energy Authority

- Annual Energy Use -

This Exhibit C is effective as of January 1, 2017.

Party	kWh (2015*)
City of American Canyon	75,238,389
City of Belvedere	7,161,787
City of Benicia	112,631,790
City of Calistoga	26,619,985
Town of Corte Madera	46,023,153
City of El Cerrito	56,615,873
Town of Fairfax	17,786,905
City of Lafayette	113,958,395
City of Larkspur	36,481,157
City of Mill Valley	44,019,391
County of Marin	223,280,476
City of Napa	358,540,484
County of Napa	306,696,355
City of Novato	182,518,152
City of Richmond	369,368,162
Town of Ross	9,793,239
Town of San Anselmo	31,630,085
City of Saint Helena	51,846,619
City of San Pablo	69,813,169
City of San Rafael	226,213,075
City of Sausalito	31,778,338
Town of Tiburon	28,575,164
City of Walnut Creek	415,140,953
Town of Yountville	31,854,820
MCE Total Energy Use	2,873,585,917

*Data Provided by PG&E

Marin Clean Energy

- Voting Shares -

This Exhibit D is effective as of January 19, 2017.

Party	kWh (2015*)	Section 4.9.2.1	Section 4.9.2.2	Voting Share
City of American Canyon	75,238,389	2.08%	1.31%	***3.39%***
City of Belvedere	7,161,787	2.08%	0.12%	***2.21%***
City of Benicia	112,631,790	2.08%	1.96%	***4.04%***
City of Calistoga	26,619,985	2.08%	0.46%	***2.55%***
Town of Corte Madera	46,023,153	2.08%	0.80%	***2.88%***
City of El Cerrito	56,615,873	2.08%	0.99%	***3.07%***
Town of Fairfax	17,786,905	2.08%	0.31%	***2.39%***
City of Lafayette	113,958,395	2.08%	1.98%	***4.07%***
City of Larkspur	36,481,157	2.08%	0.63%	***2.72%***
City of Mill Valley	44,019,391	2.08%	0.77%	***2.85%***
County of Marin	223,280,476	2.08%	3.89%	***5.97%***
City of Napa	358,540,484	2.08%	6.24%	***8.32%***
County of Napa	306,696,355	2.08%	5.34%	***7.42%***
City of Novato	182,518,152	2.08%	3.18%	***5.26%***
City of Richmond	369,368,162	2.08%	6.43%	***8.51%***
Town of Ross	9,793,239	2.08%	0.17%	***2.25%***
Town of San Anselmo	31,630,085	2.08%	0.55%	***2.63%***
City of Saint Helena	51,846,619	2.08%	0.90%	***2.99%***
City of San Pablo	69,813,169	2.08%	1.21%	***3.30%***
City of San Rafael	226,213,075	2.08%	3.94%	***6.02%***
City of Sausalito	31,778,338	2.08%	0.55%	***2.64%***
Town of Tiburon	28,575,164	2.08%	0.50%	***2.58%***
City of Walnut Creek	415,140,953	2.08%	7.22%	***9.31%***
Town of Yountville	31,854,820	2.08%	0.55%	***2.64%***
MCE Total Energy Use	2,873,585,917	50.00%	50.00%	***100.00%***

*Data Provided by PG&E

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 4/27/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of an Ordinance to Rescind and Amend the Pittsburg Municipal Code, Title 15, Buildings and Construction, to Adopt by Reference the 2016 California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code and Energy Code with State of California and Local Amendments

MEETING DATE: 5/15/2017

EXECUTIVE SUMMARY

The California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24. These codes are commonly referred to as the California Building Code ("Codes") and include, building, plumbing, mechanical, electrical, energy, residential, historical and green standards. A previous action to incorporate the Codes by reference in the Pittsburg Municipal Code did not include certain code sections. This item will add the missing sections to the municipal code.

FISCAL IMPACT

This ordinance does not require a funding source and has no fiscal impact upon the City.

RECOMMENDATION

City Council adopt the attached Ordinance to rescind and amend Chapters 15.08, 15.16, 15.18, 15.22, 15.26, 15.28, 15.32, 15.60, and 15.64 of the City of Pittsburg Municipal Code.

BACKGROUND

The 2016 California Codes took effect statewide on January 1, 2017. On December 19, 2016, the City Council adopted Ordinance 16-1417 to rescind and amend portions of Chapter 15 of the Pittsburg Municipal Code with updated codes. This action inadvertently did not include all sections of the state codes requiring update. This action includes the missing sections in the update to the municipal code.

These building regulations or standards have the same force of law, and are confirmed 180 days after their publication unless otherwise stipulated. This code applies to all occupancies in the State of California as annotated.

This is the first reading of an ordinance to rescind and amend sections of the Pittsburg municipal code to reflect the 2016 California Building Code, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2, California Building Standards Commission, based upon the 2015 International Building Code as published by the International Code Council;

The 2016 California Electrical Code, California Code of Regulations, Title 24, Part 3, California Building Standards Commission, based upon the 2014 National Electrical Code as published by the National Fire Protection Association;

The 2016 California Mechanical Code, California Code of Regulations, Title 24, Part 4, California Building Standards Commission, based upon the 2015 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials;

The 2016 California Plumbing Code, California Code of Regulations, Title 24, Part 5, California Building Standards Commission, based upon the 2015 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials;

The 2016 California Historical Building Code, California Code of Regulations, Title 24, Part 8, as published by the California Building Standards Commission;

The 2016 Green Building Standards Code, California Code of Regulations, Title 24, Part 11, California Building Standards Commission as published by the International Code Council;

The 2016 California Existing Building Code, California Code of Regulations, Title 24, Part 10, California Building Standards Commission based upon the 2015 International Existing Building Code;

The 2016 Residential Code, California Code of Regulations, Title 24, Part 2.5, California Building Standards Commission, based upon the 2015 International Residential Building Code as published by the International Code Council;

The 2016 California Energy Code, Title 24, Part 6, California Building Standards Commission as published by the International Code Council.

The City may establish more restrictive building standards as reasonably necessary because of local climatic, geological, or topographical conditions. The proposed amendments are based upon these tangible conditions and past practice.

On May 1, 2017, the City Council held a public hearing on the ordinance and proposed code amendments. No comments were received.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

Adoption of this ordinance formalizes the City's participation in enforcing the building codes as adopted by the State Building Standards Commission. This will provide necessary clarification regarding the adopted regulations governing property development, building construction and maintenance.

ATTACHMENTS: Exhibit "A", Copy of Ordinance to Adopt 2016 California Codes
Exhibit "B", Copy of the 2016 California Building Code, Volumes 1 and 2
Exhibit "C", Copy of the 2016 California Electrical Code
Exhibit "D", Copy of the 2016 California Mechanical Code
Exhibit "E", Copy of the 2016 California Plumbing Code
Exhibit "F", Copy of the 2016 Historical Building Code
Exhibit "G", Copy of the 2016 California Green Building Standards Code
Exhibit "H", Copy of the 2016 California Residential Building Code
Exhibit "I", Copy of the 2016 California Energy Code
Exhibit "J", Copy of the 2016 Existing Building Code

Report Prepared By: Romeo F. Herrera, Chief Building Official

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance to Rescind and Amend Pittsburg Municipal Code Chapters 15.08, 15.16, 15.28, 15.32, 15.18, 15.60, 15.22, 15.26 and 15.64 Which Adopts by Reference the Applicable 2016 California Codes	)	ORDINANCE NO. 17-1429

The City Council of the City of Pittsburg DOES ORDAIN as follows:

SECTION 1. Rescind and Amend Chapter 15.08 of the Pittsburg Municipal Code entitled "Building Code."

Chapter 15.08, "Building Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby repealed and re-enacted to read as follows:

Section 15.08.040 Amendments to Appendix Chapter 1, Administration.
Set forth below are the local amendments, additions, and deletions to the Administrative portion of the *2016 California Building Code*. Chapter and section numbers used herein are those of Chapter 1 of the *2016 California Building Code.*

Section 107.5 "Retention of Construction Documents" is hereby amended to read:

> Section 107.5 Maintenance of Building Plans. The building division of the City of Pittsburg shall maintain an official copy, which may be on microfilm or other type of photographic copy of the plans of every building, during the life of the building, for which the department issued a building permit. "Building Division" means the department, bureau, or officer charged with the enforcement of laws or ordinances regulating the erection, construction, or alteration of buildings. Except for plans of a common interest development as defined in Section 1351 of the Civil Code, plans need not be filed for:
>
> > (a) Single or multiple dwellings not more than two stories and basement in height.
> >
> > (b) Garages and other structures appurtenant to buildings described under subdivision (a).
> >
> > (c) Farm or ranch buildings.
> >
> > (d) Any one-story building where the span between bearing walls does not exceed 25 feet.
>
> The exemption in this subdivision does not apply to a steel frame or concrete building.

Section 109.9 "Reinspection Fees" is hereby added to read:

> Section 109.9 Reinspections. If reinspections are required, fees for the same may be assessed in accordance with Section 109.

To obtain a re-inspection, the permittee shall pay any assessed re-inspection fee. In those instances where the building official has assessed a re-inspection fee, the building inspector shall perform no additional inspections of the work until the required fee has been paid.

SECTION 2. Rescind and Amend Chapter 15.16 of the Pittsburg Municipal Code entitled "Electrical Code."

Chapter 15.16, "Electrical Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby repealed and re-enacted to read as follows:

Section 15.16.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the electrical code of the City, the *2016 California Electrical Code (CEC),* California Code of Regulations, Title 24, Part 3, and Appendices [based on the *2014 National Electrical Code* published by the National Fire Protection Association].

B. One copy of the CEC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CEC as set forth in this Chapter. In addition, all subsequent supplements to the CEC and related publications are adopted by reference.

Section 15.16.020 Electrical permit – Applicant qualifications.

No permit shall be issued to any person to do or cause to be done any electrical work regulated by this chapter, unless such applicant qualifies under one of the following conditions:

A. Applicant possesses a valid, unexpired and unrevoked electrical contractor's license issued to him or her under the applicable provisions of the Business and Professions Code of the state; or

B. Applicant is the bona fide owner of the premises, which premises consists of a single-family dwelling, duplex, or a single unit in a condominium complex used exclusively for living purposes, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 15.16.040 Amendments, Additions, and Deletions to the National Electrical Code.

Set forth below are the local amendments, additions, and deletions to the *2016 California Electrical Code*. Chapter and section numbers used herein are those of the *2016 California Electrical Code.*

Section 89.108.8 "Appeals Board" is replaced by Section 113 "Board of Appeals" of Appendix Chapter 1 of the *2016 California Building Code*.

Article 100. Definitions are hereby amended by the addition of the following words or phrases:

"CITY or THE CITY" shall refer to the City of Pittsburg as the text requires.

"CITY COUNCIL" shall refer to the City Council of the City of Pittsburg.

"ELECTRICAL CONTRACTOR" shall refer to a contractor in possession of a valid license issued in accordance with the provisions of the California Contractors State License Board.

"ELECTRICAL INSPECTOR" shall refer to the Building Official of the City of Pittsburg or his or her authorized representative.

"ELECTRICAL WORK" shall refer to the installation, construction, maintenance, and repair of electrical equipment.

"PERSON" shall refer to a natural person, his or her heirs, executors, administrators, or assignees, and also includes a firm, partnership, or corporation, its' or their successors or assignees, or the agent of any of the aforesaid.

"SINGLE FAMILY DWELLING" shall refer to a residential building containing one or two dwelling units.

Section 15.16.050 "Violation - Penalty"

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 3. Rescind and Amend Chapter 15.28 of the Pittsburg Municipal Code entitled "Mechanical Code."

Chapter 15.28, "Mechanical Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby amended to read as follows:

Section 15.28.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the mechanical code of the City, the *2016 California Mechanical Code (CMC),* California Code of Regulations, Title 24, Part 4, and Appendices [based on the *2015 Uniform Mechanical Code* published by the International Association of Plumbing and Mechanical Officials].

B. One copy of the CMC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CEC as set forth in this Chapter. In addition, all subsequent supplements to the CMC and related publications are adopted by reference.

Section 15.28.020 Applicant Qualifications – Mechanical Permit.

No permit shall be issued to any person to do or cause to be done any mechanical installations or related work regulated by this chapter unless such applicant qualifies under one of the following conditions:

A. Applicant possesses a valid, unexpired and unrevoked mechanical contractor's license issued to him or her under the applicable provisions of the Business and Professions Code of the state; or

B. Applicant is the bona fide owner of the premises, which premises consists of a single-family dwelling, duplex or single unit in a condominium complex used exclusively for living purposes, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 15.28.030 Adoption, Appendix Chapter 1, Administration.

Appendix Chapter 1, Administration, *2016 California Building Code* (Code of Regulations, Title 24, Part 2, Volume 2) is hereby adopted as the administrative chapter for the Mechanical Code for the City of Pittsburg.

Section 15.28.040 Amendments, Additions, and Deletions to the Mechanical Code.

Set forth below are the local amendments, additions, and deletions to the *2016 California Mechanical Code*. Chapter and section numbers used herein are those of the *2016 California Mechanical Code.*

Appendix Chapter 1 is hereby adopted as the administrative chapter for this code.

Reference is made to the Appendix Chapter 1 Administration of *2016 California Building Code*, which is based on the *2015 International Building Code* as published by the International Code Conference and amended by the City of Pittsburg. Where there is a conflict between administrative requirements of each code the administrative requirements of the Building Code shall prevail.

Section 101.0 “Title” The first sentence of Section 101.0 is hereby amended to read:

> This ordinance may be cited and shall be known as the “Mechanical Code of the City of Pittsburg”.

Section 114.1 “Permit Issuance” is hereby amended by adding:

> Section 114.1.1 Applicant Qualifications. No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:
>
> A. Applicant possesses a valid, unexpired and unrevoked plumbing contractor’s license issued to him / her under the applicable provisions of the Business and Professions Code of the state; or
>
> B. Applicant is the bona fide owner of the property, which property consists of a single-family dwelling, duplex or single unit in a condominium complex used exclusively as a dwelling, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 203 “Definition of Terms” is amended by adding:

> ADMINISTRATIVE AUTHORITY shall mean the City Building Official of the City of Pittsburg or his or her duly authorized representative.

"CITY OF" or "THE CITY" shall refer to the City of Pittsburg as the text may require.

"CITY COUNCIL" shall refer to the City Council of the City of Pittsburg.

Section 15.28.050 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 4. Rescind and Amend Chapter 15.32 of the Pittsburg Municipal Code entitled "Plumbing Code."

Chapter 15.32, "Plumbing Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby repealed and re-enacted to read as follows:

Section 15.32.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the plumbing code of the City, the *2016 California Plumbing Code (CPC),* California Code of Regulations, Title 24, Part 5, and Appendices [based on the *2015 Uniform Plumbing Code* published by the International Association of Plumbing and Mechanical Officials].

B. One copy of the CPC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CPC as set forth in this Chapter. In addition, all subsequent supplements to the CPC and related publications are adopted by reference.

Section 15.32.020 Permit – Applicant Qualifications – Plumbing Permit.
No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:

A. Applicant possesses a valid, unexpired and unrevoked plumbing contractor's license issued to him or her under the applicable provisions of the Business and Professions Code of the state; or

B. Applicant is the bona fide owner of the premises, which premises consists of a single-family dwelling, duplex or single unit in a condominium complex used exclusively for living purposes, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 15.32.030 Backflow prevention valve.

All buildings and structures shall be protected from backflow of sewage by installing an approved type backflow valve or device installed at the required sewer cleanout on the lower end of the building drain. The installation of this device shall be approved by the building official.

Section 15.32.040 Adoption, Appendix Chapter 1, Administration.

Appendix Chapter 1, Administration, *2016 California Building Code* (Code of Regulations, Title 24, Part 2, Volume 2) is hereby adopted as the administrative chapter for the building codes for the City of Pittsburg.

Section 15.32.050 Amendments, Additions, and Deletions to the Uniform Plumbing Code. Set forth below are the local amendments, additions, and deletions to the *2016 California Plumbing Code*. Chapter and section numbers used herein are those of the *2016 California Plumbing Code*.

Reference is made to the Appendix Chapter 1 Administration of *2016 California Building Code*, which is based on the *2015 International Building Code* as published by the International Code Conference and amended by the City of Pittsburg. Where there is a conflict between administrative requirements of each code the administrative requirements of the Building Code shall prevail.

Section 101.0 "Title" The first sentence of Section 101.0 is hereby amended to read:

> This ordinance may be cited and shall be known as the "Plumbing Code of the City of Pittsburg".

Section 103.3 "Permit Issuance" is hereby amended by adding:

Section 103.3.1.1 Applicant Qualifications. No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:

C. Applicant possesses a valid, unexpired and unrevoked plumbing contractor's license issued to him/her under the applicable provisions of the Business and Professions Code of the state; or

D. Applicant is the bona fide owner of the property, which property consists of a single-family dwelling, duplex or single unit in a condominium complex used exclusively as a dwelling, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 203 "Definition of Terms" is amended by adding:

> ADMINISTRATIVE AUTHORITY shall mean the City Building Official of the City of Pittsburg or his or her duly authorized representative.
>
> "CITY OF" or "THE CITY" shall refer to the City of Pittsburg as the text may require.
>
> "CITY COUNCIL" shall refer to the City Council of the City of Pittsburg.

Section 15.32.060 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 5. Rescind and Amend Chapter 15.18 of the Pittsburg Municipal Code entitled "Historical Building Code."

Chapter 15.18, "Historical Building Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby rescinded and amended to read as follows:

Section 15.18.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the historical building code of the City, the *2016 California Historical Building Code (CHBC)*, California Code of Regulations, Title 24, Part 8, [as published by the California Building Standards Commission].

B. One copy of the CHBC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CHBC as set forth in this Chapter. In addition, all subsequent supplements to the CHBC and related publications are adopted by reference.

Section 15.18.020 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 6. Rescind and Amend Chapter 15.60 of the Pittsburg Municipal Code entitled "Existing Building Code."

Chapter 15.60, "Existing Building Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby amended to read as follows:

Section 15.60.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the existing building code of the City, the *2016 Existing Building Code (CEBC),* California Code of Regulations, Title 24, Part 10, [based upon portions of the *2015 International Existing Building Code* published by the International Code Council].

B. One copy of the CEBC is on file with the building division for use and examination by the public, along with changes additions and deletions relating to sections of the CEBC as set forth in this Chapter. In addition, all subsequent supplements to the CEBC and related publications are adopted by reference.

Section 15.60.020 Violation - Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 7. Rescind and Amend Chapter 15.22 of the Pittsburg Municipal Code entitled "Green Building Standards Code."

Chapter 15.22, "Green Building Standards Code" of Title 15 "Building and Construction" of Pittsburg Municipal Code is hereby repealed and re-enacted to read as follows:

Section 15.22.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the green building code of the City, the *2016 California Green Building Standards Code (CGBSC)*, California Code of Regulations, Title 24, Part 11, [as published by the California Building Standards Commission].

B. One copy of the CGBSC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CGBSC as set forth in this Chapter. In addition, all subsequent supplements to the CGBSC and related publications are adopted by reference.

Section 15.22.020 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 8. Rescind and Amend Chapter 15.26 of the Pittsburg Municipal Code entitled "Residential Code."

Chapter 15.26, "Residential Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby repealed and re-enacted to read as follows:

Section 15.26.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the residential code of the City, the *2016 California Residential Code (CRC)*, California Code of Regulations, Title 24, Part 2.5, [based upon the *2015 International Residential Code* as published by the International Code Council].

B. One copy of the CRC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CRC as set forth in this Chapter. In addition, all subsequent supplements to the CRC and related publications are adopted by reference.

Section 15.26.020 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 9. Rescind and Amend Chapter 15.64 of the Pittsburg Municipal Code titled "Energy Code"

Chapter 15.64, "Energy Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby amended to read as follows:

Section 15.64.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the energy code of the City, the *2016 California Energy Code,* California Code of Regulations, Title 24, Part 10, [as published by the California Building Standards Commission].

B. One copy of the California Energy Code is on file with the building division for use and examination by the public, along with changes additions and deletions relating to sections of the California Energy Code as set forth in this Chapter. In addition, all subsequent supplements to the California Energy Code and related publications are adopted by reference.

Section 15.64.020 Violation - Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than $1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 2. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on May 1, 2017, and was adopted and ordered published at a meeting of the City Council held on May 15, 2017, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Marilyn Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 5/5/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Adopting a Development Agreement for the Sky Ranch II Residential Subdivision.

MEETING DATE: 5/15/2017

EXECUTIVE SUMMARY

This is a public hearing on a request for approval of a development agreement for the previously approved 'Sky Ranch II Residential Subdivision,' located at the terminus of Ventura Drive, South of the Highlands Ranch Subdivision, in the RS-6-O (Single Family Residential with a Limited Overlay, Ordinance No. 07-1285) District. Assessor's Parcel Nos. 089-050-074, 089-470-078, 089-480-036, and 089-530-047.

On April 25, 2017, the Planning Commission adopted Resolution No. 10062, recommending approval of the development agreement as presented.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions (as outlined in the proposed development agreement) are anticipated with this project. The applicant would also be required to deposit a minimum of $5,000 on an annual basis to reimburse the City for staff time expended in the annual review of the development agreement terms.

RECOMMENDATION

City Council introduce, waive further reading, and pass to second reading, the attached ordinance approving the proposed development agreement for the previously approved Sky Ranch II Residential Subdivision.

BACKGROUND

On July 23, 2004, Discovery Builders Inc., filed several planning applications to facilitate the development of a 166.5 acre site located immediately south of the existing Highlands Ranch Subdivision, with 415 single family homes, for the Sky Ranch II Residential Subdivision ("Sky Ranch II"). In 2006, an Environmental Impact Report (EIR) was certified for the Sky Ranch II development, and shortly thereafter, in 2007, the Planning Commission and City Council approved (as appropriate) environmental findings, pre-zoning for the site, a vesting tentative subdivision map and design review of architectural and site development plans. On June 18, 2007, the City Council also initiated annexation proceedings to bring the site into the Pittsburg municipal boundary, the Delta Diablo ("DDSD") service area and the Contra Costa Water District ("CCWD") service area.

During annexation review it was discovered that the original EIR project description was missing some minor information that was deemed necessary in order to facilitate annexation of the site. In response to this issue, an EIR Addendum was prepared, and was adopted by the City Council on February 19, 2008.

On May 12, 2008, the Contra Costa Local Agency Formation Commission (LAFCO) approved the annexation of the site, which was finalized through the filing of a Certificate of Completion on June 25, 2008.

Since 2008, the applicant has been working with the City on complying with the numerous conditions of approval, which has included additional water storage analysis and application for inclusion into the Central Valley Project (CVP) for water supply on site. The applicant has also been working with the City over the past few years in negotiating appropriate terms for the development agreement, which is included in its entirety as Attachment 2 to this report, and is summarized below.

On April 25, 2017, the Planning Commission held a public hearing to consider a recommendation on the proposed development agreement. After the close of the public hearing, the Planning Commission voted unanimously to adopt Resolution No. 10062, recommending approval of the development agreement as presented.

Proposed Development Agreement: In addition to providing an extended term of project approval (20 years from approval), the proposed development agreement generally requires the developer to:

1) build 42 houses with attached accessory dwelling units to meet the subdivision's inclusionary housing obligation under Pittsburg Municipal Code (PMC) Chapter 18.86;
2) construct an approximate 1.36 acre park and pay in-lieu parkland dedications fees equivalent to approximately 5.82 acres of additional parkland;
3) construct two of the required four lanes of the James Donlon Expressway within the limits of the project site;
4) install two city operated surveillance cameras at two intersections in the area (to be identified by the City);
5) offer installation of basic home security wiring in each dwelling unit and provide a year of free professional home security monitoring services to new homeowners;
6) install conduit for electric vehicle charges stations in every garage;
7) install a roof top solar demonstration system on at least one model home and include solar installation as an option for new home owners;
8) annex the project site into Community Facilities District's (CFD) for: a) lighting and landscaping, b) park maintenance, c) police and other emergency services, and d) fire service;

9) establish a new Geologic Hazard Abatement District (GHAD), or expand an existing GHAD to cover the project;
10) pay a per unit General Plan maintenance fee;
11) construct necessary drainage improvements serving the project; and
12) construct or contribute funds for the water infrastructure improvements required by the City's' 2016 Water Master Plan.

GENERAL PLAN/CODE COMPLIANCE:

Development Agreement: Pursuant to PMC 18.44.020, the City Council adopted Resolution No. 96-8371 setting forth procedures and requirements for considering, adopting and reviewing development agreements. In accordance with Resolution No. 96-8371, the City Council may adopt an ordinance approving a development agreement if it finds that the development agreement is consistent with the General Plan and will promote the public health, safety, and general welfare.

Environmental: An EIR was previously prepared for the Sky Ranch II Residential Subdivision. On October 2, 2006, the City Council adopted Resolution No. 06-10632 certifying that the final environmental impact report (FEIR) for the Sky Ranch II development project (SCH # 2004112092) was prepared in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. On May 21, 2007, after having reviewed and considered the environmental documentation prepared for the Sky Ranch II development, the City Council adopted Resolution No. 07-10789 approving CEQA findings, adopting a Statement of Overriding Considerations, and a Mitigation and Monitoring and Reporting Program (MMRP) for the Sky Ranch II development.

On February 19, 2008, the City Council adopted Resolution No. 08-10958, adopting the first addendum to the EIR in order to facilitate a modification of the Sky Ranch II EIR project description. The 2008, project description changes, addressed: 1) the need for modification of the Sphere of Influence (SOI) for both DDSD and CCWD, and 2) annexation of the City water tank property to DDSD, CCWD and the City. Environmental impacts associated with these project revisions were analyzed in conjunction with the 1st EIR addendum, and it was determined that none of the conditions described in CEQA Guidelines Section 15162 which call for the preparation of a subsequent EIR, had occurred.

The current request for approval of a development agreement is subject to the CEQA, and the State CEQA Guidelines (Public Resources Code section 21080). In accordance with CEQA Guidelines Section 15164, a 2nd Addendum to a previously certified EIR may be prepared by the Lead Agency when a proposed action will not lead to a new significant effect or a significant effect being substantially more severe than shown in the previous EIR, or does not otherwise call for preparation of a subsequent EIR per CEQA Guidelines Section 15162.

Section 15162(a) of the CEQA Guidelines states that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines that, either 1) the project proposes substantial changes which would present a new significant impact, 2) there are substantial changes with respect to the circumstances under which the project is undertaken that would present a new significant impact, or 3) there is new information available that was not previously available relating to new or previously identified significant impacts.

Since the proposed modification of the Sky Ranch II project to include a development agreement would not 1) result in any new significant environmental impacts not previously disclosed in the 2006 EIR, 2) result in any substantial increase in the severity of previously identified impacts, or 3) otherwise require preparation of a subsequent EIR in accordance with CEQA Guidelines Section 15162(a), preparation of a 2nd Addendum to the 2006 EIR, pursuant to CEQA Guidelines section 15164, is the appropriate method for achieving CEQA compliance for the current project.

Public Notice: On Friday, May 5, 2017, in accordance with Government Code section 65091, and PMC section 18.14.020.C, a "Notice of Public Hearing," for the May 15, 2017, public hearing on this item was delivered for posting at the Pittsburg Library; was posted at City Hall and at the project site; was posted on the public notices" page of the City's website; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Development Agreement: Staff believes the City Council can make the required findings to approve the proposed development agreement as presented. The development agreement is consistent with General Plan, specifically Housing Element Policy P-1.5, as the developer would be required to construct 42 income-restricted accessory dwelling units. These units would allow extended families to live near each other, increase the City's affordable housing stock, and provide opportunities for homeowners to generate additional income.

The proposed development agreement would also promote the public health, safety, and general welfare, in that it would require the developer to comply with additional measures above and beyond those required in the current conditions of project approval, including (but not limited to): 1) installation of two city operated surveillance cameras at two intersections in the area (to be identified by the City); 2) installation of basic home security wiring in each dwelling unit with one year of free professional home security monitoring services to new homeowners (offered as an option to new home owners); and 3) annexation into a new CFD intended to fund fire safety improvements and/or services provided by the Contra Costa County Fire Protection District.

ATTACHMENTS:
1. Proposed Ordinance
2. Proposed Ordinance Exhibit A – 2nd EIR Addendum
3. Proposed Ordinance Exhibit B - Development Agreement with Exhibits
4. Adopted Planning Commission Resolution No. 10062
5. Draft Minutes from April 25, 2017 Planning Commission Meeting
6. Approved Resolution No. 9711 (Vesting Tentative Map)
7. Public Hearing Notice with Vicinity Map

Report Prepared By: Kristin Pollot, AICP, Planning Manager

Attachment 1

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Approving a Development Agreement for the Sky Ranch II Residential Subdivision.	)))	ORDINANCE NO. 17-

The City Council of the City of Pittsburg DOES ORDAIN as follows:

SECTION 1. Recitals.

A. On July 23, 2004, Albert Seeno III, of Discovery Builders (the "applicant") filed Rezoning Application No. 02-21, requesting approval from the City Council to pre-zone 166.5 acres as RS (Single-Family Residential) District, and approve design review and vesting tentative map to subdivide the project site into 415 single-family residential lots with related infrastructure improvements. The project site is located at the terminus of Ventura Drive, south of the Highlands Ranch residential subdivision. Original APNs 089-050-074, and -066 (and portions of Highlands Ranch).

B. On May 8, 2007, the Planning Commission adopted Resolution No. 9711 approving Vesting Tentative Map No. 8475 to subdivide the project site into 415 single-family residential lots, one detention basin parcel, and one water reservoir parcel. Additionally, the Planning Commission adopted Resolution No. 9712 approving the design review for the project site and Resolution No. 971o recommending City Council approval of the proposed pre-zoning for the site.

C. On May 21, 2007, the City Council adopted Resolution No. 07 10789 certifying the Final Environmental Impact Report ("EIR") for the project, CEQA Findings, Statement of Overriding Considerations, and the Mitigation and Monitoring Program, all of which were prepared in accordance with CEQA and the State CEQA Guidelines.

D. On June 4, 2007, the City Council adopted Ordinance No. 07-1285 pre-zoning the project site to RS-6-O (Single-Family Residential, with an Overlay) District.

E. On February 19, 2008, the City Council adopted Resolution No. 08-10958 approving the 1st addendum to the EIR. The addendum analyzed changes to the project in order to allow for annexation into the Delta Diablo Sanitation District (DDSD) and the Contra Costa Water District (CCWD), and annexation of the 3.5-acre City water tank to the DDSD, CCWD, and the City.

F. On May 14, 2008, the Contra Costa County Local Agency Formation Commission ("LAFCO") approved the annexation of the project site to the City, CCWD, and DDSD, and the Certificate of Completion was recorded on June 25, 2008.

G. On February 15, 2017, Louis Parsons, on behalf of Sky Ranch Investors LLC, filed a formal application (AP-17-1226), requesting approval of a development

agreement for the previously approved Sky Ranch II development project.

H. On April 25, 2017, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10062, recommending City Council approval of the proposed development agreement.

I. The current proposed project is subject to the CEQA, and the State CEQA Guidelines (Public Resources Code section 21080).

J. Pursuant to 15162(a) of the State CEQA Guidelines, City staff has determined that adoption of the proposed development agreement would not 1) result in any new significant environmental impacts not previously disclosed in the 2006 EIR, 2) result in any substantial increase in the severity of previously identified impacts, or 3) otherwise require preparation of a subsequent EIR in accordance with CEQA Guidelines Section 15162(a). As such, preparation of a 2nd Addendum to the 2006 EIR, pursuant to CEQA Guidelines section 15164, is the appropriate method for achieving CEQA compliance for the current project.

K. Pursuant to City Council Resolution No. 96-8371, the City Council may adopt an ordinance approving a development agreement if it finds that:

1. the development agreement is consistent with the General Plan and any applicable specific plan; and

2. the development agreement will promote the public health, safety, and general welfare.

L. On Friday, May 5, 2017, in accordance with Government Code section 65091, and PMC section 18.14.020.C, a "Notice of Public Hearing," for the May 15, 2017, public hearing on this item was delivered for posting at the Pittsburg Library; was posted at City Hall and at the project site; was posted on the public notices" page of the City's website; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

B. On May 15, 2017, the City Council held a public hearing on AP-17-1226 (DA), at which time additional oral and/or written testimony was considered.

SECTION 2. <u>Findings.</u>

A. Based on the City Council Staff Report entitled, "Introduction and Waive First Reading of an Ordinance Adopting a Development Agreement for the Sky Ranch II Residential Subdivision," dated May 15, 2017, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. The 2006 EIR for the Sky Ranch II residential development was prepared in compliance with Public Resources Code Section 21000 et seq ("CEQA") and the State CEQA Guidelines.

3. Pursuant to Section 15164 of the CEQA Guidelines, and based on the evidence and oral and written testimony presented at all previous public hearings, and based on all the information contained in the Planning Division's files (incorporated herein by reference) on the Sky Ranch II Residential Subdivision, including the EIR for the project, the Council finds that:

   a) the 2nd EIR Addendum has been completed in compliance with CEQA;

   b) the 2nd EIR Addendum reflects the lead agency's independent judgment and analysis;

   c) substantial evidence exists that none of the conditions described in CEQA Guidelines Section 15162, which call for the preparation of a subsequent EIR have occurred;

   d) the 2nd EIR Addendum is appropriate, and authorized pursuant to Section 15164(a), since some changes or additions to the project description are necessary and none of the conditions described in Section 15162 calling for the preparation of a subsequent or supplemental EIR have occurred and the project revisions described in the 2nd EIR Addendum do not involve any new significant environmental effects or a substantial increase in the severity of the previously identified significant effects, and the mitigation measures previously adopted remain in effect.

4. The development agreement is consistent with General Plan, specifically Housing Element Policy P-1.5, as the developer would be required to construct 42 income-restricted accessory dwelling units. These units would allow extended families to live near each other, increase the City's affordable housing stock, and provide opportunities for homeowners to generate additional income.

5. The proposed development agreement would also promote the public health, safety, and general welfare, in that it would require the developer to comply with additional measures above and beyond those required in the current conditions of project approval, including (but not limited to): 1) installation of two city operated surveillance cameras at two intersections in the area (to be identified by the City); 2) installation of basic home security wiring in each dwelling unit with one year of free professional home security monitoring services to new homeowners (offered as an option to new home owners);

and 3) annexation into a new CFD intended to fund fire safety improvements and/or services provided by the Contra Costa County Fire Protection District.

SECTION 3. CEQA.

The Council hereby adopts the attached "2nd EIR Addendum" for the Sky Ranch II Residential Subdivision Development Agreement, identified as Exhibit "A" to this ordinance.

SECTION 4. Development Agreement.

Based on the findings and the authority set forth above, the City Council hereby approves the Development Agreement identified as Exhibit "B" to this ordinance and incorporated herein by reference.

SECTION 5. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on May 15, 2017, and was adopted and ordered published at a meeting of the City Council held on June 6, 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Marilyn Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CITY OF PITTSBURG
SKY RANCH II RESIDENTIAL SUBDIVISION

SECOND ADDENDUM TO THE ENVIORNMENTAL IMPACT REPORT (EIR)
SCH #2004112092

SECTION 1: INTRODUCTION AND PROJECT DESCRIPTION

Introduction

On July 23, 2004, Albert Seeno III, of Discovery Builders (the "applicant") filed Rezoning Application No. 02-21, requesting approval from the City Council to pre-zone 166.5 acres as RS (Single-Family Residential) District, and approve design review and a vesting tentative map to subdivide the project site into 415 single-family residential lots with related infrastructure improvements. The project site is located at the terminus of Ventura Drive, south of the Highlands Ranch residential subdivision; APNs 089-050-074, and -066 (and portions of Highlands Ranch).

On May 8, 2007, the Planning Commission adopted Resolution No. 9711 approving Vesting Tentative Map No. 8475 to subdivide the project site into 415 single-family residential lots, one detention basin parcel, and one water reservoir parcel. Additionally, the Planning Commission adopted Resolution No. 9712 approving the design review for the project site. On May 21, 2007, the City Council adopted Resolution No. 07-10789 certifying the Final Environmental Impact Report ("FEIR") for the project, CEQA Findings, Statement of Overriding Considerations, and the Mitigation and Monitoring Program, all of which were prepared in accordance with CEQA and the State CEQA Guidelines. On June 4, 2007, the City Council adopted Ordinance No. 07-1285 pre-zoning the project site to RS-6-O (Single-Family Residential, with an Overlay) District.

On February 19, 2008, the City Council adopted Resolution No. 08-10958 approving the first addendum to the FEIR. The addendum analyzed changes to the project in order to allow for annexation into the Delta Diablo Sanitation District (DDSD) and the Contra Costa Water District (CCWD), and annexation of the 3.5-acre City water tank to the DDSD, CCWD, and the City. On May 14, 2008, the Contra Costa County Local Agency Formation Commission ("LAFCO") approved the annexation of the project site to the City, CCWD, and DDSD. The Certificate of Completion was recorded on June 25, 2008.

The City has now prepared a Development Agreement for the project. The Development Agreement was not included as a part of the project description in the previous 2006 EIR or 2008 Addendum. Therefore, the Development Agreement represents a minor modification to the Sky Ranch II project description.

This document is a Second Addendum to the EIR for the Sky Ranch II Residential Subdivision, intended to analyze the change in the project description to include the Development Agreement and associated terms of the development on the project site. The 2006 EIR and 2008 Addendum are incorporated by reference.

Project Description

The Legislature of the State of California enacted California Government Code section 65864 et seq., which authorizes a City to enter into an agreement with any person having a legal or equitable interest in real property, regarding the development of such property. This Development Agreement would

require conditions of approval and other exactions for the project that are hereby incorporated into the project. These conditions generally include:

1. Developer's construction of drainage improvements that will serve the project;

2. Developer's construction and/or contribution to the water infrastructure improvements required by the City's 2016 Water Master Plan;

3. Developer's commitment to comply with affordable housing requirements outlined in PMC section 18.86.080 and VTM Condition of Approval No. 12, by building forty-two (42) rental accessory (in law) units;

4. The inclusion of the project site into the City's existing Community Facilities District 2007-1 and the Citywide Lighting and Landscape District No. 88-01, at no cost to the City, in order to provide funding for certain landscape and lighting costs;

5. The dedication and development of an approximately 1.36 acre park on the property;

6. The inclusion of the project site into the City's existing police services Community Facilities District 2005-1, at no cost to the City, in order to provide for police and other emergency services to the project site;

7. The inclusion of the project site into a community facilities district formed by the City to help fund specified improvements and/or services to the Contra Costa Fire Protection District;

8. The expansion of City's existing Southwest Pittsburg Geologic Hazard Abatement District (the "**Southwest Pittsburg GHAD**"), or the establishment of a new GHAD, at no cost to City or any GHAD, to provide for, among other things, geologic hazard abatement, maintenance of detention basins, grassland maintenance, fire protection, erosion control within portions of the project site;

9. Developer's construction of two (2) lanes of the four (4) lane James Donlon Expressway within the limits of the project site; and

10. Developer's agreement to pay One Hundred Twenty Five Dollars ($125) per building permit for a General Plan Maintenance Fee.

SECTION 2: PRIOR CEQA ANALYSIS

The 2006 certified EIR analyzed the impacts of developing 415 single-family residential lots with related infrastructure improvements. The improvements included roadways and sidewalks, utility infrastructure, a 4.03-acre detention basin, construction of the James Donlon Boulevard Expressway (previously known as the 'Buchanan Bypass') within the limits of the project site, construction of water reservoirs per the City's water master plan, relocation of a petroleum pipeline, and construction of

sound walls. The project also included pre-zoning of the site to an RS-6-O District, annexation to the City of Pittsburg, a vesting tentative map, and design review.

The 2008 Addendum EIR analyzed the impacts of annexation into the DDSD and the CCWD, and annexation of the 3.5-acre City water tank to the DDSD, CCWD, and the City.

SECTION 3: CURRENT CEQA ANALYSIS AND DETERMINATION THAT AN ADDENDUM IS APPROPRIATE FOR THE PROJECT

The City has determined that a second Addendum to the EIR is the appropriate CEQA review for the current project. Prior to making this determination, the City reviewed the EIR under CEQA Guidelines Section 15162, which identifies the conditions requiring subsequent environmental review. After review of these conditions, the City determined that no subsequent EIR is required for the project as further discussed below.

a) *Are there substantial changes to the project involving new or more severe significant impacts?*

The construction of stormwater drainage facilities, including grading, on-site collection and detention systems, headwalls, and diversion pipelines was analyzed in the 2006 EIR. Additionally, the construction of water infrastructure improvements, including pipelines and water reservoir was analyzed in the 2006 EIR. These elements of the project would not create new or more severe impacts than what was analyzed in the 2006 EIR.

Actions to include the project site into the following districts were not analyzed in the 2006 EIR: inclusion of the project site into the City's existing Community Facilities District 2007-1, Citywide Lighting and Landscape District No. 88-01, Police Services Community Facilities District 2005-1, community facilities district formed by the City to help fund specified improvements and/or services to the Contra Costa Fire Protection District, community facilities district formed by the City to help fund the maintenance of C.3 facilities, and expansion of the City's existing Southwest Pittsburg GHAD or the establishment of a new GHAD.

However, impacts to lighting, police and fire services, stormwater runoff, traffic, and geologic hazards were analyzed in the 2006 EIR and, where required, mitigation measures were included. Inclusion in the above listed districts would serve to provide the funding mechanism for lighting and landscaping improvements, expanded police and fire services, maintenance of C.3 stormwater facilities, payments of local and regional traffic impact fees, and maintenance of detention basins, grassland maintenance, fire protection, erosion control within portions of the project site. Therefore, these elements of the project would serve the project, would implement the 2006 EIR mitigation measures, and would not create new or more severe impacts.

The 2006 EIR analyzed impacts on parklands and concluded that an on-site mini park and an additional 5.89 acres of parkland or in-lieu fees were required. The 2006 EIR found that impacts to parkland would be significant and unavoidable. The dedication and development of an approximately 1.36 acre mini-park on the project site and payment of in-lieu fees for the remaining parkland dedication requirement would serve as partial mitigation for this impact. Although it would not fully mitigate the impact, it would not create new or more severe impacts than analyzed in the 2006 EIR.

The 2006 EIR analyzed impacts on traffic and required construction of roadway improvements. The construction of two (2) lanes of the four (4) lane James Donlon Expressway within the limits of the project site, would not create new or more severe impacts and would be in accordance with VTM Condition of Approval No. 59 and would implement Mitigation Measure H7 of the 2006 EIR.

The construction of 42 rental accessory (in law) dwelling units was not specifically included in the 2006 EIR. However, construction of housing units and all improvements necessary for housing was analyzed. The 2006 EIR found that the increase in population created by the project would be within the Association of Bay Area Governments ("ABAG") projections and the increase in City population would not be significant. Construction of 42 rental accessory dwelling units would likely increase the population as compared to the project, which analyzed single-family uses. However, this increase would not be substantial and construction of this housing, which would comply with PMC section 18.86.080 and VTM Condition of Approval No. 12, would not create new or more severe impacts than analyzed in the 2006 EIR.

b) *Are there substantial changes in the conditions in which the project would be undertaken involving new or more significant impacts?*

There are no substantial changes in the conditions from what was analyzed the 2006 EIR. The land has remained vacant and the only changes that have occurred to date include annexation of the project site, plus the 3.5-acre City water tank parcel, into the City, DDSD and the CCWD. These changes do not represent a substantial change to the conditions under which the project would be undertaken and would not result in new or more significant impacts.

c) *Is there new information of substantial importance, which was not known and could not have been know at the time of the previous EIR, that shows the project would have a significant effect not addressed in the previous EIR; or that previous effects would be more severe; or, previously infeasible mitigation measures are now feasible but the applicant has declined to adopt them; or, mitigation measures considerably different from those in the previous EIR would substantially reduce significant effects but the applicant declines to adopt them?*

There is no new information of substantial importance, including a change in baseline conditions that would show that the project as analyzed in this Addendum would have a significant effect on the environment. As described above in Section 3.a, the construction of stormwater drainage facilities, water infrastructure improvements, inclusion in districts to fund improvements and services, dedication of parkland, construction of roadway improvements, and construction of 42 rental accessory dwellings would not result in effects more severe than identified in the 2006 EIR. There are no mitigation measures considerably different from those in the previous EIR that could be adopted to reduce impacts.

SECTION 4: ANALYSIS/CONCLUSIONS

This second Addendum to the 2006 Sky Ranch II Draft and Final EIR is adopted pursuant to CEQA Guidelines Section 15164, which states that a lead agency may prepare an Addendum to an EIR when some changes or additions are necessary, but none of the conditions described in Section 15162 have occurred.

The Development Agreement was not included as a part of the project description in the previous 2006 EIR or 2008 Addendum. Therefore, the Development Agreement represents a minor modification to the Sky Ranch II project description. The information and analysis provided in this Addendum demonstrates that substantial evidence supports the City's determination not to prepare a subsequent or supplemental EIR.

Approval of the Development Agreement would not have any significant environmental impacts not previously disclosed in the 2006 Sky Ranch II Draft and Final EIR, nor would there be any substantial increase in the severity of previously identified impacts. As provided in CEQA Guidelines Section 15164 (b), this Addendum need not be circulated for public review, but shall be considered before the City of Pittsburg City Council prior to making a decision on the Development Agreement's adoption. The 2006 Sky Ranch II Draft and Final EIR, 2008 Addendum, and other materials are on file and available for review during normal business hours at Pittsburg City Hall, Planning Division, 65 Civic Avenue, Pittsburg, CA 94565.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Skyranch Land Investors, LLC
Attn: Legal Dept.
4021 Port Chicago Hwy.
Concord, CA 94520

City of Pittsburg
Attn: City Clerk
65 Civic Avenue
Pittsburg, CA 94565

(SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY)

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF PITTSBURG, CALIFORNIA
AND
SKYRANCH LAND INVESTORS, LLC
(Skyranch II Property)

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of the Effective Date between SKYRANCH LAND INVESTORS, LLC, a California limited liability company ("**Developer**"), and the CITY OF PITTSBURG, a California municipal corporation ("**City**"), pursuant to California Government Code § 65864 *et seq*. The Effective Date is _____, 2016.

R E C I T A L S

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code § 65864 *et seq*., which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Pursuant to California Government Code § 65865, City has adopted procedures and requirements for the consideration of development agreements (Resolution No. 89-7466). This Development Agreement has been processed, considered and executed in accordance with such procedures and requirements.

C. Developer has a legal interest in certain real property consisting of approximately one hundred sixty-six (166) acres, as more particularly described in the attached ***Exhibit A***attached hereto (the "**Property**" or "**Project**"), and as diagrammed in the attached ***Exhibit A-1*** (the "**Project Site**").

D. Developer filed applications with the City requesting to (i) rezone the Property; (ii) obtain design review approval; and (iii) obtain a vesting tentative map to subdivide the Project Site into four hundred fifteen (415) single-family residential lots with related infrastructure improvements. On May 21, 2006, the City Council adopted Resolution No. 07-10789 certifying the final environmental impact report ("**FEIR**") for the Project, CEQA Findings, Statement of Overriding Considerations, and Mitigation and Monitoring Program, all of which were prepared in accordance with CEQA and the State CEQA Guidelines. On February 19, 2008,the City Council adopted Resolution No. 08-10958 approving an addendum to the FEIR.

E. On May 8, 2007, the City Council adopted Ordinance No. 9710 prezoning the Property to RS-6-0 (single-family with an overlay district).

F. On May 8, 2007, the Planning Commission adopted Resolution No. 9711approving Vesting Tentative Map No. 8475 to subdivide the Property into four hundred fifteen (415) single-family residential lots, one (1) detention basin parcel, and one (1) water reservoir parcel.

G. On May 8, 2007, the Planning Commission adopted Resolution No. 9712approving the design review for the Property.

H. On May 14, 2008, the Contra Costa County Local Agency Formation Commission ("**LAFCO**") approved the annexation of the Property to the City, Contra

Costa Water District ("**CCWD**"), and the Delta Diablo Sanitation District ("**Delta Diablo**"). The Certificate of Completion was recorded on June 25, 2008.

The approvals and development policies described in these Recitals, together with this Agreement, are collectively referred to herein as the "**Project Approvals**."

I. City has determined that the Project presents certain public benefits and opportunities which are advanced by City and Developer entering into this Agreement. This Agreement will, among other things, require conditions of approval and other exactions resulting in:

1. Developer's construction of drainage improvements that will serve the Project, as set forth in Section 3.01 of this Agreement;

2. Developer's construction of the Water Infrastructure Improvements required by the City's 2016 Water Master Plan, as set forth in Section 3.03 of this Agreement;

3. Developer's commitment that it will comply with PMC §18.86.080 and VTM Condition of Approval No. 12 by building forty-two (42) rental accessory dwelling units, as set forth in Section 3.10 of this Agreement;

4. The inclusion of the Project Site into the City's existing Community Facilities District 2007-1 and the Citywide Lighting and Landscape District No. 88-01, at no cost to the City, in order to provide funding for certain landscape and lighting costs, as set forth in Section 5.05 of this Agreement;

5. The development of an approximately 1.36 acre park on the Property, as set forth in Section 3.14 of this Agreement;

6. The inclusion of the Project Site into the City's existing police services Community Facilities District 2005-1, at no cost to the City, in order to provide for police and other emergency services to the Project Site, as set forth in Section 5.07 of this Agreement;

7. The inclusion of the Project Site into a community facilities district formed by the City to help fund specified improvements and/or services to the Contra Costa Fire Protection District, as set forth in Section 5.08 of this Agreement;

8. The expansion of City's existing Southwest Pittsburg Geologic Hazard Abatement District (the "**Southwest Pittsburg GHAD**") or the establishment of a new GHAD, at no cost to City or any GHAD, to provide for, among other things, geologic hazard abatement, maintenance of detention basins, grassland maintenance, fire protection, erosion control within portions of the Project Site, as set forth Section 5.06 of this Agreement;

9. Developer's construction of two (2) lanes of the four (4) lane James Donlon Expressway within the limits of the Project Site, as more particularly described in Section 3.13 of this Agreement; and

10. Developer's agreement to pay One Hundred Twenty Five Dollars ($125) per building permit for a General Plan Maintenance Fee, as set forth in Section 5.09 of this Agreement.

J. In exchange for the benefits to City described in the preceding Recital I, Developer will receive by this Agreement assurances that Developer may proceed with the long term phased development of the Project in accordance with the "Applicable Law" (defined herein), and therefore desires to enter into this Agreement.

K. The City Council, after conducting a duly noticed public hearing, has found that this Agreement is consistent with the General Plan and has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement.

L. The City Council, on _____, 20___, at a duly noticed public hearing adopted Ordinance No. _____, approving and authorizing the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

"**Administrative Agreement Amendment**" shall have that meaning set forth in Section 7.02(a) of this Agreement.

"**Administrative Project Amendment**" shall have that meaning set forth in Section 7.01(a) of this Agreement.

"Affordable Housing Agreement" shall have that meaning set forth in Section 3.10 of this Agreement.

"**Agreement**" shall mean this Development Agreement.

"**Applicable Fees**" shall have that meaning set forth in Section 3.05 of this Agreement.

"**Applicable Law**" shall have that meaning set forth in Section 6.03 of this Agreement.

"**Buildout**" shall mean the City's issuance to Developer of the last certificate of occupancy required for any portion of the Project Site.

"**Bureau**" shall have that meaning set forth in Section 5.04 of this Agreement.

"**CCWD**" shall have that meaning set forth in Recital H of this Agreement.

"**CEQA**" shall mean the California Environmental Quality Act.

"**Changes in the Law**" shall have that meaning set forth in Section 6.08 of this Agreement.

"**City**" shall mean the City of Pittsburg, a California municipal corporation.

"**Complaining Party**" shall have that meaning set forth in Section 10.01 of this Agreement.

"**Day**" or "**days**" shall mean calendar day or calendar days.

"Delta Diablo" shall have that meaning set forth in Recital H of this Agreement.

"**Default Notice**" shall have that meaning set forth in Section 10.01 of this Agreement.

"Defaulting Party" shall have that meaning set forth in Section 10.01 of this Agreement.

"**Deficiencies**" shall have that meaning set forth in Section 9.02(a) of this Agreement.

"**Developer**" shall mean Skyranch Land Investors, LLC, a California limited liability company.

"**Drainage Improvements**" shall have that meaning set forth in Section 3.01 of this Agreement.

"**Effective Date**" shall have that meaning set forth in Section 2.01 of this Agreement.

"**Fair Share**" shall mean the proportionate share which the Developer, or other party, shall bear of the improvement, facility, or structure which is providing service to the Project, Developer or other party. The term "fair share" or similar terms used herein are not intended by the parties to this Agreement to impose a different or higher burden of proof on the City as to its fees, charges, or other exactions, than exists under applicable State or federal law.

"**FEIR**" shall have that meaning set forth in Recital D of this Agreement.

"**Funding Mechanisms**" shall have that meaning set forth in Section 3.09 of this Agreement.

"**General Plan**" shall have that meaning set forth in Recital K of this Agreement.

"**GHAD Area**" shall have that meaning set forth in Section 5.06 of this Agreement.

"**HCP**" shall mean the East Contra Costa County Habitat Conservation Plan.

"**Judgment**" shall have that meaning set forth in Section 9.02(a) of this Agreement.

"**LLD**" shall have that meaning set forth in Section 5.05(a) of this Agreement.

"**Mitigation Monitoring Program**" shall have that meaning set forth in Section 6.06 of this Agreement.

"**Non-Assuming Transferee**" shall have that meaning set forth in Section 8.03 of this Agreement.

"**Notice of Compliance**" shall have that meaning set forth in Section 8.04 of this Agreement.

"**Periodic Review**" shall have that meaning set forth in Section 10.03(a) of this Agreement.

"Police Services District" shall have that meaning set forth in Section 5.07 of this Agreement.

"**Project**" shall have that meaning set forth in Recital C of this Agreement.

"**Project Approvals**" shall have that meaning set forth in Recitals A through Lof this Agreement.

"**Project Site**" shall have that meaning set forth in Recital C of this Agreement.

"**Public Improvements**" shall have that meaning set forth in Article XI of this Agreement.

"**Subsequent Approvals**" shall mean those certain other land use approvals, entitlements, and permits other than the Project Approvals that are necessary or desirable for the Project. The Subsequent Approvals may include, without limitation, the following: (i) amendments of the Project Approvals, (ii) design review approvals, (iii) improvement agreements, (iv) use permits, (v) grading permits, (vi) building permits, (vii) lot line adjustments, (viii) sewer and water connection permits, (ix) certificates of occupancy, (x) subdivision maps, (xi) PD Plans, (xii) rezonings, (xiii) development agreements, (xiv) permits, (xv) resubdivisions, and (xvi) any amendments to, or repealing of, any of the foregoing.

"**Term**" shall have that meaning set forth in Section 2.02 of this Agreement.

"**Transfer Agreement**" shall have that meaning set forth in Section 8.02(a) of this Agreement.

If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

ARTICLE II
EFFECTIVE DATE; TERM

Section 2.01 Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "**Effective Date**").

Section 2.02 Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of twenty (20) years (the "**Term**").

ARTICLE III
OBLIGATIONS OF DEVELOPER

The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. The parties acknowledge that many of Developer's long term obligations set forth in this Agreement are in addition to Developer's agreement to perform all the mitigation measures identified in the Mitigation Monitoring Program. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:

Section 3.01 Drainage Improvements. Subject to the terms of this Agreement, as a condition of approval to one or more of the Project Approvals, Developer agrees to construct and offer for dedication to the City those Project storm water drainage improvements to be located within City's boundaries and required to serve the Project Site ("**Drainage Improvements**"). The City shall accept the offer of dedication of the Drainage Improvements, as long as the Drainage Improvements comply with the City's standards, applicable rules and regulations, and this Agreement. The parties agree that the construction of the Drainage Improvements shall be phased according to a construction schedule determined by Developer, subject to the written approval of the City Manager. City shall not require any improvements to onsite or offsite drainage facilities to address pre-existing deficiencies provided that Developer demonstrates to City's reasonable satisfaction that impact to downstream facilities are not being exacerbated.

Section 3.02 Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("**FRC**") as set or modified by the City Council from time to time.

Section 3.03 Water Infrastructure. Developer shall comply with the 2016 Water System Master Plan, as amended. Developer shall have the option, subject to the written approval by the City Manager, to provide water infrastructure facilities as specified by the City or to construct the water infrastructure facilities in phases subject to a storage requirement and site analysis study, commissioned by the City, that incorporates the water infrastructure requirements pursuant to the 2016 Water System Master Plan, as amended.Developer shall have the right to obtain a certain number of building permits for homes on lots which are in the Zone II water service area, even if the new Zone II water reservoir and appurtenant improvements have not yet been

constructed at such time.The number of such permits shall be determined by a study to be paid for by Developer and approved by the City Engineer. At Developer's election, its share of the construction and design costs of the new Zone II water reservoir and appurtenant improvements may be financed through the formation of a Community Facilities District. If Developer requests the formation of a Community Facilities District, the District's formation and financing mechanism shall be completed and approved by the City prior to the first single-family residential unit occupancy (excluding models).

After construction of the new Zone II reservoir, should the City elect to decommission the existing Zone II water tank and dispose of the property on which it is located, City shall enter into an exclusive negotiating right agreement with Developer (with terms acceptable to both parties) for Developer's possible acquisition of such property.

Developer shall design and construct a Zone IV water reservoir and all appurtenant improvements relating to the reservoir on the 1.23-acre parcel (which Developer acquired from the Antioch School District) in accordance with the most current Water Master Plan. Any costs incurred by Developer for the design or construction of the tank over and above its share will be outlined in a mutually acceptable Reimbursement Agreement between the City and Developer that will be completed prior to commencing the design of the facility. At Developer's election, its share of the construction and design costs of the new Zone IV water reservoir and appurtenant improvements (as well as the CFD formation costs) may be financed through the formation of a Community Facilities District. If Developer requests the formation of a Community Facilities District, the District's formation and financing mechanism shall be completed and approved by the City prior to the first single-family residential unit occupancy (excluding models).

The City's 2016 Water Master Plan requires the Segment 1E pipeline to be constructed prior to the issuance of the 807th equivalent single family dwelling unit in the Zone II infill and SE Hills service areas. This pipeline segment shall be designed, constructed and managed by the City in accordance with the most current Water Master Plan. The Developer shall pay its proportional share for these improvements in accordance with the Water Master Plan at the time work for the pipeline segment is completed. At the Developer's sole election, its share of the construction and design costs for the pipeline segment may be financed through the formation of a Community Facilities District. If Developer requests the formation of a Community Facilities District, the District's formation and financing mechanism shall be completed by the City prior to the issuance of the first single-family residential unit occupancy (except models).

Section 3.04 School Facilities Impact Mitigation. Developer shall pay in lieu school impact fees in accordance with Government Code §§ 65995 *et seq*. Compliance with this Section shall satisfy all of Developer's obligations required by City to mitigate school impacts resulting from the Project.

Section 3.05 Applicable Fees. City may levy development fees, and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment schedule set forth on***Exhibit B*** ("**Applicable Fees**"). Unless

otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on ***Exhibit B***, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.

Section 3.06 Applicable Fee Adjustments. Developer shall pay fees and charges consistent with Section 3.05, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 *et seq.*, not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.

Section 3.07 City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustment in accordance with Resolution No. 07-10917 with credit for certain improvements constructed by Developer per Section 4.04 below. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. Developer agrees that City may use the Local Traffic Mitigation Fee paid by Developer pursuant to this Section for the City's share of the James Donlon Expressway. However, this use by the City shall not decrease or otherwise modify Developer's other obligations under this Agreement, including but not limited to, its obligation under Section 3.13 hereof.

Section 3.08 Regional Traffic Fee. Developer shall pay the ECCRFA regional traffic fee should it be imposed by the City in an amount equal to or less than the amount paid by projects in the Cities of Antioch, Brentwood, and Oakley or in accordance with the existing valid Memorandum of Understanding dated June 29, 2010, as amended, whichever is less.

Section 3.09 Fees, Assessments and/or Taxes to be Paid by Developer.Developer agrees to pay its fair share of any levies imposed by any assessment district, geologic hazard abatement district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geologic hazards; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "**Funding Mechanisms**") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law.

Section 3.10 Affordable Housing. Developer shall comply with PMC 18.86.080 and VTM Condition of Approval No. 12 by constructing forty-two (42) rental accessory dwelling unitswithin the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these accessory dwelling units, consistent with the terms and conditions set forth in the affordable housing agreement. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City (the "**Affordable Housing Agreement**"), the form of which is attached hereto as ***Exhibit C***, and which further memorializes the provisions of this Section 3.10 and is consistent with applicable law, including Pittsburg Municipal Code Chapter 18.50. Developer agrees that the accessory dwelling units referenced in this Section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager. City agrees that Developer shall not be required to pay any additional City fees (building permit, sewer, water, traffic fees, etc.) associated with the accessory dwelling units except for those fees City is required to charge by the State or other governmental entities with jurisdiction over the Project.

(a) Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include, but not be limited to, implementation and monitoring provisions to ensure compliance with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement.

(b) Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of accessory dwelling units Developer is obligated to construct, then the Affordable Housing Agreement shall be modified to provide for an equivalent reduction in the number of accessory dwelling units required to be constructed in the Project or elimination of the requirement.

Section 3.11 Security Improvements.

(a) Developer shall pay to the City the actual cost incurred by City (not to exceed Sixty Thousand Dollars ($60,000) towards funding the acquisition and installation of security camera(s) at two (2) intersections identified by the City . The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within thirty (30) days of receipt of invoice.

(b) Developer shall install the basic home security wiring in the Project homes (defined herein as wiring for a basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner.

Section 3.12 Solar Roof System. Developer shall install a solar roof system on one of its model homes for example purposes only (which may consist of a few panels with photovoltaic compatibility or other comparable technologies) and offer solar installation as an option at the homeowner's expense.

Section 3.13 Construction of James Donlon Expressway within the Limits of the Project Site.Developer shall construct a portion of the James Donlon Expressway in accordance with VTM Condition of Approval No. 59 and MM-H7. Should the median and inside lanes (which are not Developer obligations) not be installed at the time Developer constructs its required improvement, then Developer shall grade the median and inside lanes and receive credits for such work from City if such credits are not provided by the East Contra County Regional Fee &Finance Authority.

Section 3.14 In Lieu Fees or Dedication of Park Site. At the written discretion of the City Manager, Developer shall pay an in lieu park fee, or dedicate park land, or perform a combination of both, equivalent to7.18 acres as required by the project approval. The dedicated Park Site shall be rough graded in accordance with City specifications with no more than a three percent (3%) slope, adjacent curb, gutter, sidewalk and utility stubs shall have been installed by Developer andthe Park Site shall be free and clear of all liens, bonds, taxes, assessments, and other charges, which costs shall be assumed by Developer. Developer agrees to make its offer of dedication of the Park Site to City at the same time it constructs the phase of the Project in which the Park Site is located. City agrees that it shall accept the offer of dedication of the Park Site within one hundred eighty (180) days of Developer's offer of dedication of the Park Site, provided that (a) the park is in compliance with the requirements of this Section to City's reasonable satisfaction expressed in writing, and (ii) all necessary actions have been completed to include the Park Site within a new or existing lighting and landscaping district administered by City to provide funding for related park maintenance as contemplated by Section 5.05 of this Agreement. Any in lieu fees due to City must be paid by Developer prior to issuance of each building permit.

Section 3.15 Park Improvements. Prior to the offer of dedication of the Park Site pursuant to Section 3.14 above, Developer shall install park improvements identified by City at a cost not to exceed Two Hundred Fifty Thousand Dollars ($250,000) not including the frontage improvements. This amount shall be increased

annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2018 reflecting 2017 increases. Such costs shall not be credited against Developer's park obligations set forth in Section 3.14 above.

Section 3.16 Electric Vehicle Charge. Developer shall install, in the garage of each home, conduit from the electric panel in order for homeowners, at their election and cost, to install an electric vehicle charging system.

ARTICLE IV
OBLIGATIONS OF CITY

Section 4.01 Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein.

Section 4.02 Availability of Public Services.

(a) General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.

(b) Construction Water. City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.

Section 4.03 Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.

Section 4.04 Reimbursement of Infrastructure Costs.

(a) Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, the off-site water tank, pump station, sewer infrastructure or other public infrastructure required by City or this Agreement for the

Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as builts" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City.

(b) City's Authorization of Reimbursement. Notwithstanding any other provision of this Section or of this Agreement or VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond with thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds with thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars ($100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing.

Section 4.05 Park Fee Credit.Developer and City agree that the park in-lieu fee amount will be Nine and 40/100^{ths} Dollars ($9.40) per square foot (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases. The timing of the payment of the park in-lieu fee shall be satisfied as set forth in Section 3.14 above.

ARTICLE V
COOPERATION — IMPLEMENTATION

Section 5.01 Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:

(a) Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may adopted subsequent to the Effective Date of this Agreement.

(b) Basis for Denial. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.

Section 5.02 Timely Submittals By Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.

Section 5.03 Timely Processing By City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (a) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (b) if legally required, providing notice and holding public hearings; and (c) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.

Section 5.04 Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals. City shall cooperate with Developer to obtain any and all approvals from Contra Costa County related to the construction or operation of the Drainage Improvements. City shall also cooperate with Developer, CCWD and the Bureau of Reclamation (the "**Bureau**") in all matters related to CCWD's application to the Bureau to expand the place of use of Central Valley Project water to include the Project Site.

Section 5.05 Lighting and Landscaping District, Park Maintenance.

(a) Developer agrees that the Project Site will be annexed into the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324 ("**LLD**"), as well as City's Community Facilities District 2007-1 for park maintenance ("**CFD**"), and, to the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein.

(b) Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.

Section 5.06 GHAD. Developer agrees to take all steps necessary to either expand the existing Southwest Pittsburg Geologic Hazard Abatement District (the "**Southwest Pittsburg GHAD**") or to establish a new GHAD, at no cost to City or to the GHAD, to provide for, among other things, geologic hazard abatement, maintenance of detention basins, grassland maintenance, fire protection, and erosion control within portions of the Project Site. Unless otherwise required by law, the parties intend that

the Project Site will be assessed by the Southwest Pittsburg GHAD or a new GHAD upon the respective GHAD's acceptance of the GHAD Area identified in the Project Approvals (which GHAD Area shall include the detention basins).

Section 5.07 Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2005-1, as adopted pursuant to Resolution No. 05-10342 (the "**Police Services District**") at no cost to the City, in order to provide for police and other emergency services to the Project Site. This process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot.

Section 5.08 Fire Services CFD. Developer agrees to annex the Project Site into the City's Fire Safety and Emergency Services Community Facilities District 2017-1, as adopted pursuant to Resolution No. 17-13311 (the"Fire Safety and Emergency Services District") at no cost to the City, in order to provide for fire safety and emergency services for the project. This process shall be completed, to the reasonable satisfaction of the City manager and the City Attorney, before filing the first final map on the Project.

Section 5.09 General Plan Maintenance Fee. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be One Hundred Twenty-five Dollars ($125) per building permit (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2018 reflecting 2017 increases.

Section 5.10 Assessment Districts or Other Funding Mechanisms.

(a) City understands that City's long term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.09 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date.

(b) At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, geologic hazard abatement district, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City

determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City funds. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.

Section 5.11 Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City(except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City or otherwise as determined in the applicable Subdivision Improvement Agreement.

ARTICLE VI
STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

Section 6.01 Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.

Section 6.02 Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.

Section 6.03 Applicable Law. "**Applicable Law**" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Projectand Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.

Section 6.04 Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then

current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

Section 6.05 Moratorium And Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.

Section 6.06 Environmental Mitigation. The parties understand that the EIR for the Project is a project level CEQA document intended to be used in connection with each of the Project Approvals and Subsequent Approvals needed for the Project. Consistent with the CEQA policies and requirements applicable to the EIR, City agrees to use the EIR in connection with the processing of any Subsequent Approval to the extent allowed by law. City agrees not to impose on Developer any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the Mitigation Monitoring Program described in the FEIR, specifically required by Applicable Law, or as properly required through the design or architecture review process as long as such mitigation measures or other conditions are imposed in a manner consistent with applicable design review guidelines.

Section 6.07 Life of Subdivision Maps, Development Approvals, and Permits. To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities.

Section 6.08 State and Federal Law. As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions

of this Agreement ("**Changes in the Law**"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.

Section 6.09 Timing of Project Construction and Completion.

(a) Project Phasing. The Project is expected to be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors.

(b) The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.09(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law.

(c) Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof.

Section 6.10 Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after

the Effective Date through the Term of this Agreement. This Section 6.10 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City.

Section 6.11 City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.

ARTICLE VII
AMENDMENT

Section 7.01 Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:

(a) Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "**Administrative Project Amendment**" and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.

(b) Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 7.02 Amendment of This Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

(a) Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("**Administrative Agreement Amendment**"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project.

(b) Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.

(c) Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment.

ARTICLE VIII
ASSIGNMENT, TRANSFER AND NOTICE

Section 8.01 Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.

Section 8.02 Transfer Agreements.

(a) In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "**Transfer Agreement**") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being

transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.

(b) Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars ($10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.

(c) Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.

Section 8.03 Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than ten (10) lots to a single retail builder or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors("**Non-Assuming Transferees**") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.

Section 8.04 Notice of Compliance Generally. Subject to City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "Notice of Compliance," in recordable form, duly executed and

acknowledged by City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.

ARTICLE IX
COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 9.01 Cooperation.

(a) Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.

(b) Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.

(c) The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.

Section 9.02 Cure; Reapproval.

(a) If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "**Judgment**") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "**Deficiencies"**), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:

(i) If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.

(ii) Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a four hundred fifteen (415) single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including, but not limited to, a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.

(b) The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.

ARTICLE X
DEFAULT; REMEDIES; TERMINATION

Section 10.01 Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the "**Complaining Party**") (unless such period is extended by mutual written consent), shall constitute a

default under this Agreement. The Complaining Party's notice ("**Default Notice**") shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured By the other party (the "**Defaulting Party**"). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action.

Section 10.02 Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

Section 10.03 Periodic Review.

(a) Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "**Periodic Review**") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with

the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Five Thousand Dollars ($5,000) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars ($10,000)).The Five Thousand Dollars ($5,000) shall be increased annually thereafter by the CPI for the San Francisco-Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted.

(b) Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager.

(c) Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.

(d) Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.

(e) Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.

Section 10.04 Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.

Section 10.05 Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary

outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are t due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.

Section 10.06 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

Section 10.07 California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 10.08 Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation,

whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.08 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.08 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.

Section 10.09 Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.

ARTICLE XI
NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein: (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "**Public Improvements**") are all public works of improvement City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.02 Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this

Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.

Section 12.03 Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 12.04 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 12.05 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 12.06 Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 12.07 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

Section 12.08 Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any

manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.

Section 12.09 Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by FedEx or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City, to: City Manager
City of Pittsburg
Civic Center
65 Civic Avenue
Pittsburg, CA 94565-2830

With Copies to: Ruthann G. Ziegler
City Attorney
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

If to Developer, to: Albert D. Seeno, III
Skyranch Land Investors, LLC
4061 Port Chicago Hwy., Ste. H
Concord, CA 94520

With Copies to: Skyranch Land Investors, LLC
Attn: Legal Department
4021 Port Chicago Hwy.
Concord, CA 94520

Section 12.10 Entire Agreement, Counterparts And Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of twenty-nine(29) pages and three (3) exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

EXHIBIT A	Legal Description
EXHIBIT A-1	Project Site Diagram
EXHIBIT B	Applicable Fees
EXHIBIT C	Form of Affordable Housing Agreement

Section 12.11 Recordation Of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF PITTSBURG,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER:

SKYRANCH LAND INVESTORS, LLC,
a California limited liability company

By: DISCOVERY BUILDERS, INC.,
a California corporation
Its: Managing Member

By: _____
Name: Albert D. Seeno, III
Title: Chief Executive Officer

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

Parcel A of Contra Costa County LL13-003, described in Exhibit "C" of that certain Grant Deed executed by the Antioch Unified School District, a California Public School District, to Skyranch Land Investors, LLC, a California limited liability company, recorded August 28, 2013, Instrument No. 2013-0213247, Contra Costa County Official Records, and more particularly described therein as follows:

Being all of the Southeast Quarter of Section 28, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, excepting therefrom, that portion thereof described in the Deed to the City of Pittsburg, recorded July 20, 1999, Recorder's Series No. 1999-191290, in the Office of the County Recorder of Contra Costa County, State of California,

TOGETHER WITH,

Parcel A:

Commencing at the southeast corner of Section 28, Township 2 North, Range 1 East, Mount Diablo Base and Meridian as said corner is shown on that certain Record of Survey filed on October 24, 1990 in Book 96 of Licensed Surveyors Maps at Page 24 in the Office of the County Recorder of Contra Costa County, State of California, thence along the south line of said Section 28 North 88°36'15" West, 95.38 feet to the point of beginning;

Thence leaving said south line South 01°23'45" West, 50.00 feet;

Thence North 88°36'15" West, 50.00 feet;

Thence North 01°23'45" East, 50.00 feet to a point on said south line, said point hereinafter referred to as Point 'A';

Thence along said south line South 88°36'15" East, 50.00 feet to the point of beginning.

Excepting therefrom the mineral interest as reserved in the Deed from Elonora M. Barry, et al, recorded October 29, 1981, in Book 10554, Page 175, Contra Costa County Records, as follows: "one-half (1/2) of the minerals of every kind in, under or that may be extracted from said property".

Parcel B:

Commencing at the aforementioned Point 'A', said Point 'A' being on the south line of said Section 28, thence along the south line of said Section 28, North 88°36'15" West, 524.34 feet to the point of beginning;

Thence leaving said south line South 01°23'45" West, 50.00 feet;

Thence North 88°36'15" West, 50.00 feet;

Thence North 01°23'45" East, 50.00 feet to a point on said south line;

Thence along said south line, South 88°36'15" East, 50.00 feet to the point of beginning.

EXCEPTING THEREFROM the mineral interest as reserved in the Deed from Elonora M. Barry, et al, recorded October 29, 1981, in Book 10554, Page 175, Contra Costa County Records, as follows: "one-half (1/2) of the minerals of every kind in, under or that may be extracted from said property".

Parcel C:

Commencing at the southeast corner of Section 28, Township 2 North, Range 1 East, Mount Diablo Base and Meridian as said corner is shown on that certain Record of Survey filed on October 24, 1990, in Book 96 of Licensed Surveyors Maps at Page 24 in the Office of the County Recorder of Contra Costa County, State of California, thence along the south line of said Section 28, North 88°36'15" West, 1204.62 feet to the point of beginning;

Thence leaving said south line along the following courses:

Along a curve to the right having a radius of 110.00 feet, which radius point bears North 71°39'36" West, through a central angle of 49°14'07", and an arc distance of 94.52 feet;

Thence, along a reverse curve to the left with a radius of 105.00 feet, through a central angle of 41°42'14", and an arc distance of 76.43 feet;

Thence South 25°52'17" West, 53.99 feet;

Thence, along a tangent curve to the left with a radius of 230.00 feet, through a central angle of 40°03'17", and an arc distance of 160.79 feet;

Thence South 14°11'00" East, 58.24 feet;

Thence, along a tangent curve to the right with a radius of 120.00 feet, through a central angle of 59°35'15", and an arc distance of 124.80 feet;

Thence, along a compound curve to the right with a radius of 370.00 feet, through a central angle of 27°31'55", and an arc distance of 177.79 feet;

Thence, along a compound curve to the right with a radius of 70.00 feet, through a central angle of 95°03'38", and an arc distance of 116.14 feet;

Thence, along a reverse curve to the left with a radius of 20.00 feet, through a central angle of 59°04'43", and an arc distance of 20.62 feet;

Thence, along a reverse curve to the right with a radius of 70.00 feet, through a central angle of 298°30'30", and an arc distance of 364.70 feet;

Thence, along a reverse curve to the left with a radius of 25.00 feet, through a central angle of 155°16'06", and an arc distance of 67.75 feet;

Thence, along a compound curve to the left with a radius of 330.00 feet, through a central angle of 26°45'14", and an arc distance of 154.09 feet;

Thence, along a compound curve to the left with a radius of 80.00 feet, through a central angle of 59°35'15", and an arc distance of 83.20 feet;

Thence North 14°11'00" West, 58.24 feet;

Thence, along a tangent curve to the right with a radius of 270.00 feet, through a central angle of 40°03'17", and an arc distance of 188.75 feet;

Thence North 25°52'17" East, 53.99 feet;

Thence, along a tangent curve to the right with a radius of 145.00 feet, through a central angle of 41°42'14", and an arc distance of 105.54 feet;

Thence, along a reverse curve to the left with a radius of 70.00 feet, through a central angle of 38°55'23", and an arc distance of 47.55 feet;

Thence South 88°36'15" East, 43.00 feet to the point of beginning.

(The basis of bearings for the purposes of this description are based on the Map of Subdivision 8532 filed inBook 445 of Maps at Page 27, Contra Costa County Records)

EXCEPTING THEREFROM the mineral interest as reserved in the Deed from Elonora M. Barry, et al, recorded October 29, 1981, in Book 10554, Page 175, Contra Costa County Records, as follows: “one-half (1/2) of the minerals of every kind in, under or that may be extracted from said property".

PARCEL TWO:

The easement granted in the Deed from Dallas Ranch Landowners, L.P., to Gordon Gravelle, recorded August 30, 1996, Recorder's Series No. 96-163438, Contra Costa County Records, as follows:

An easement, appurtenant to Parcel One above, for ingress and egress over the following described property:

A portion of the Southwest one-quarter of Section 27, Township Two North, Range One East, Mount Diablo Meridian, said Southwest one-quarter of Section 27 being shown and so designated on that certain Record of Survey recorded October 24, 1990, in Book 96 of Licensed Surveyor's Maps, Page 24, Contra Costa County Records, described as follows:

Beginning at the Northwestern corner of said Southwest one-quarter of Section 27; thence, from said point of beginning, along the Northern line of said Southwest one-quarter of Section 27, South 89° 37' 12" East 125.60 feet; thence, along a tangent 1,445.00 foot radius curve to the right, through a central angle of 47° 58' 47" an arc distance of 1,210.05 feet; thence, South 41° 39' 25" East 329.45 feet; thence, along a tangent 1,445.00 foot radius curve to the left, through a central angle of 28° 43' 53" an arc distance of 724.60 feet; thence, South 66° 26' 00" East 125.18 feet to a point on the Western line of Somersville Road, as said Somersville Road is shown and so designated on said Record of Survey; thence, along said Western line, South 17° 28' 43" West 20.01 feet; thence, leaving said Western line, North 66° 26' 00" West 125.92 feet; thence, along a tangent 1,465.00 foot radius curve to the right, through a central angle of 28° 43' 53" an arc distance of 7334.63 feet; thence, North 41° 39' 25" West 329.45 feet; thence, along a tangent 1,425.00 foot radius curve to the left, through a central angle of 47° 58' 47" an arc distance of 1193.30 feet; thence, North 89° 37' 12" West 125.25 feet to a point on the Western line of said Southwest one-quarter of Section 27; thence, along said Western line, North 00° 39' 16" West 20.00 feet to said Point of Beginning.

PARCEL THREE:

A temporary construction easement, as an appurtenance to Parcel One above, as set forth in that certain Easement Deed executed by Antioch Unified School District in favor of Sky Ranch Land Investors LLC, a California limited liability company, and recorded February 8, 2013, as Instrument No. 2013-0035011, as amended by Amended and Restated Easement Deed executed by and between the same parties, recorded July 28, 2014, in Official Records, as Instrument No. 2014-0123898, Contra Costa County Official Records.

(Being APN 089-050-074 and 075-051-011)

EXHIBIT A-1

PROJECT SITE DIAGRAM

(See attached.)

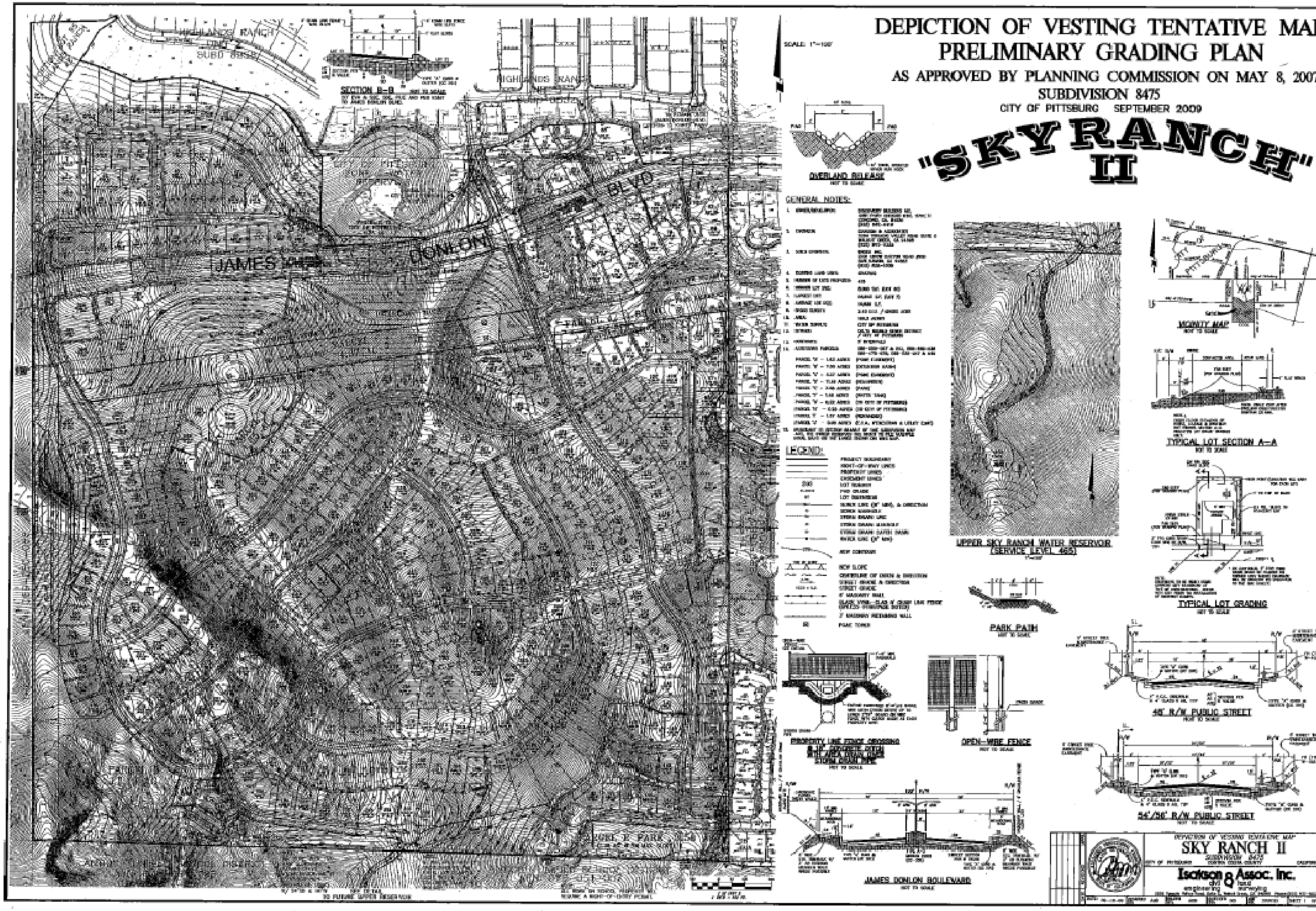

DEPICTION OF VESTING TENTATIVE MAP
PRELIMINARY GRADING PLAN
AS APPROVED BY PLANNING COMMISSION ON MAY 8, 2007
SUBDIVISION 8475
CITY OF PITTSBURG SEPTEMBER 2009
"SKY RANCH" II
SCALE: 1"=100'
OVERLAND RELEASE
GENERAL NOTES:
LEGEND:
JAMES
DONLON
BLVD
HIGHLANDS RANCH
SUBD 8838
SECTION B-B
VICINITY MAP
TYPICAL LOT SECTION A-A
UPPER SKY RANCH WATER RESERVOIR
(SERVICE LEVEL 465)
TYPICAL LOT GRADING
PARK PATH
OPEN-WIRE FENCE
PROPERTY LINE FENCE CROSSING
48' R/W PUBLIC STREET
54'/56' R/W PUBLIC STREET
JAMES DONLON BOULEVARD
TO FUTURE UPPER RESERVOIR
DEPICTION OF VESTING TENTATIVE MAP
SKY RANCH II
SUBDIVISION 8475
CITY OF PITTSBURG
CONTRA COSTA COUNTY
CALIFORNIA
Isakson & Assoc. Inc.

EXHIBIT B

APPLICABLE FEES

BUILDING DIVISION:

Fee Description:

Permits:

1. Building Permit Fee Minimum
1. Building Permit Fees (Alterations and Repairs)
2. Building Permit Fees (New Commercial)
3. Building Permit Fees (New Industrial)
4. Building Permit Fees (New SFR Dwellings)
5. Building Permit Fees (New SFR Private Garages)
6. Building Permit Fees (New SFR Decks/Porches)

   Above SFR valuation calculation to remain constant.Table B to be adjusted by the prior year ENR 20-City Construction Cost Index every January 1st.
7. Reroof (Residential)
8. Reroof (Commercial)

All Inclusive Permit Fees:

9. All inclusive Permit Fees (Kitchen Alteration)
10. All inclusive Permit Fees (Bathroom Alteration)
11. All inclusive Permit Fees (Bathroom Alteration Each Additional)
12. All inclusive Permit Fees (Window Replacement 1-5)
13. All inclusive Permit Fees (Window Replacement >5)
14. All inclusive Permit Fees (Window Replacement)
15. Plumbing Fee (Primary)
16. Plumbing Fee (Supplemental)
17. Water Heater Replacement
18. Re-piping – Supply Lines
19. Sewer Line Repair/Replace
20. Seismic Gas Valve
21. Electrical Fee (Primary)
22. Electrical Fee (Supplemental)
23. Electrical Services Upgrade (200 amps or <)
24. Electrical Services Upgrade (>200 amps)
25. New Service (Pedestal)
26. Temporary Power

27. Mechanical Fee (Primary)
28. Mechanical Fee (Supplemental)
29. Furnace Change Out or New (10,000 btu or <)
30. AC New or Change Out
31. Furnace Change Out (100,000 btu or <) w/AC
32. Furnace Change Out (>100,000 btu)
33. Insulation/Energy Fee Per New Construction >500 sq. ft.
34. Swimming Pool Permit (Residential Fee)
35. Swimming Pool Permit (Commercial Fee)
36. Sign Permit (New Installation)
37. Sign Replacement (Channel Signage)
38. Sign Replacement (Channel Signage)
39. Sign Replacement (Monument Signage)
40. Sign Replacement (Projecting Signage)
41. Sign Replacement (Transom Signage)
42. Sign Replacement (Freestanding Signage)
43. Demolition (Residential)
44. Demolition (Commercial)
45. Moved Building Permit/Manufactured Home
46. Residential Photovoltaic Permit
47. Commercial Photovoltaic Permit

Plan Review Fees:

48. Building Plan Review Fee
49. Expedited Plan Review
50. Foundation Only
51. Review in Excess of 2
52. Fire and Termite Repair w/Scope of Work
53. Energy Plan Review Fee (Commercial – New Construction)
54. Energy Plan Review Fee (Residential – New Construction)
55. Energy Plan Review Fee (Residential – Development Model)
56. Plumbing Plan Review Fee
57. Electrical Plan Review Fee
58. Mechanical Plan Review Fee
59. Swimming Pool Plan Review Fee (Custom)
60. Swimming Pool Plan Review Fee (Standardized Plans and Calculations)
61. Over Counter Plan Review Fee

62. Production Housing Plan Review Fee

Residential Rental Property Inspection Fee Schedule:

63. Initial Annual Inspection Fee and Registration Fee
64. Annual Program Fee
65. Annual Program Fee Completed Electronically (Online)

    An initial verification inspection is conducted at the first time a property is placed into inventory. A renewal inspection is conducted each year thereafter or on the fourth year for properties that are self-inspected by the owner.

66. Building
67. Plumbing, Electrical, Mechanical, etc.
68. Requested Special Inspection
69. Code Compliance Permit (Residence)
70. Code Compliance Permit (Commercial)
71. Code Compliance Permit (Work Without a Permit)
72. Code Compliance Permit (Reinstate Expired Permit – Final Inspection Only)
73. Code Compliance Permit (Reinstate Expired Permit – Second Inspection Due to Corrections)
74. Code Compliance Permit (Reinstate Expired Permit – Inspections Beyond Final Remaining)
75. Garage Conversion

Administrative Fees:

76. Fire Protection Collection Fee
77. Fire District Facilities Admin Fee (Single Family)
78. Fire District Facilities Admin Fee (Multi-Family)
79. Fire District Facilities Admin Fee (Office)
80. Fire District Facilities Admin Fee (Commercial)
81. Fire District Facilities Admin Fee (Industrial)

Other Fees:

82. Water Meter – Purchase
83. Construction Water (Pre-metered Internal Use)
84. Copies
85. Document Imaging Fee (Subdivisions = BP Models Only)
86. Document Imaging Fee (Building Permit Fee)
87. Accessibility Fee (Non-Res Building Permit Fee)
88. NPDES Management Fee (Building Permit Fee)
89. Release of Tax Lien

90. Postage/Handling – Permits
91. Inspection Outside of Normal Business Hours
92. Re-Inspection Fee
93. Inspections for Which No Fee is Specifically Indicated

Building Standards Administration Fees:

94. Permit Valuation ($1 - $25,000)
95. Permit Valuation ($25,001 - $50,000)
96. Permit Valuation ($50,001 - $75,000)
97. Permit Valuation ($75,001 - $100,000)
98. Every $25,000 or Fraction Thereof Above $100,000

Strong Motion Instrumental and Seismic Hazard Mapping:

99. Category 1 (Residential 1-3 Stories Building Permits Over $5,000)
100. Category 2 (Commercial and Residential Over 3 Stories Building Permits over $2,381)
101. Category 1 Permits Under $5,000 and Category 2 Permits Under $2,381

BUILDING DIVISION TABLE I:

Plumbing Permit Fees – C.P.C.:

Permit Issuance:

1. Filing Fee
2. Filing Fee (Supplementary)

Plan Review:

1. Plan Review Fees for Plumbing Work shall be equal to 100% of Plumbing Permit
2. Additional Plan Review required by changes, additions, or revisions to approved plans shall be assessed hourly
3. When Plan Check goes beyond a second review, the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee

System Fee Schedule:

1. Residential Construction (SFR and MFR >500 sq. ft.)
2. Commercial Construction (Complete Building)
3. Commercial Construction (Shell Only)
4. Commercial Construction (Vanilla Shell Only)
5. Commercial Construction (Tenant Improvement)
6. Commercial Construction (Tenant Improvement – Restaurant)
7. Alterations or Additions (Residential and Commercial)

8. Trade Specific (Plumbing Only)

Other Inspection and Fees:

1. Inspection Outside of Normal Business Hours
2. Re-Inspection Fee
3. Inspections for which no fee is specifically indicated

BUILDING DIVISION TABLE II:

Electrical Permit Fees – C.E.C.:

Permit Issuance:

1. Filing Fee
2. Filing Fee (Supplementary)

Plan Review:

1. Plan Review Fees for Electrical Work shall be equal to 100% of Electrical Permit
2. Additional Plan Review required by changes, additions, or revisions to approved plans shall be assessed hourly
3. When Plan Check goes beyond a second review, the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee

System Fee Schedule:

1. Residential Construction (SFR and MFR >500 sq. ft.)
2. Commercial Construction (Complete Building)
3. Commercial Construction (Shell Only)
4. Commercial Construction (Vanilla Shell Only)
5. Commercial Construction (Tenant Improvement)
6. Commercial Construction (Tenant Improvement - Restaurant)
7. Alterations or Additions (Residential and Commercial)
8. Trade Specific (Electrical Only)

Other Inspection and Fees:

1. Inspection Outside of Normal Business Hours
2. Re-Inspection Fee
3. Inspections for which no fee is specifically indicated

BUILDING DIVISION TABLE III:

Mechanical Permit Fees – C.M.C.:

Permit Issuance:

1. Filing Fee
2. Filing Fee (Supplementary)

Plan Review:

1. Plan Review Fees for Electrical Work shall be equal to 100% of Mechanical Permit
2. Additional Plan Review required by changes, additions, or revisions to approved plans shall be assessed hourly
3. When Plan Check goes beyond a second review, the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee

System Fee Schedule:

1. Residential Construction (SFR and MFR >500 sq. ft.)
2. Commercial Construction (Complete Building)
3. Commercial Construction (Shell Only)
4. Commercial Construction (Vanilla Shell Only)
5. Commercial Construction (Tenant Improvement)
6. Commercial Construction (Tenant Improvement - Restaurant)
7. Alterations or Additions (Residential and Commercial)
8. Trade Specific (Mechanical Only)

Other Inspection and Fees:

1. Inspection Outside of Normal Business Hours
2. Re-Inspection Fee
3. Inspections for which no fee is specifically indicated

PLANNING:

Fee Description:

1. Document Copies
2. Accessory Dwelling Unit
3. Annexation Review
4. Appeal by Applicant
5. Appeal by Non-Applicant
6. Certificate of Compatibility (Mobile/Manufactured Houses)
7. Design Review (Administrative, Awnings, Color Change)
8. Design Review (All Other Administrative)

9. Design Review (SFR Subdivision 5-50 Lots)
10. Design Review (SFR Subdivision >50 Lots)
11. Design Review (MFR Base Fee 1-50 Lots)
12. Design Review (MFR 50+)
13. Design Review (New Wireless Telecom Facility & Communication Building Remodel <5,000 sq. ft.)
14. Design Review (Commercial Structure)
15. Development Agreements
16. Environmental (Consultant Study – Pass Through)
17. Environmental (EIR – Pass Through)
18. Environmental (Initial Study or Environmental Assessment)
19. Environmental (Negative Declaration)
20. Environmental (Notice of Determination – Pass Through)
21. Environmental (F&G w/ND/No Impacts – Pass Through)
22. Environmental (F&G w/ND and Impacts – Pass Through)
23. Extension of Approval
24. Fence Height Exception/Tree Removal Permit
25. General Plan Amendment (Alone)
26. General Plan Amendment (With Others)
27. Habitat Conservation Plan Administration
28. Home Occupation Permit
29. Commercial/Retail Permit
30. Outdoor Dining Permit
31. Preliminary Plan Review
32. Sign Review (Freestanding – Admin)
33. Sign Review (Wall Sign – Admin)
34. Sign Review (Sign Program)
35. Sign Review (Sign Exception)
36. Sign Review (Temporary Signs)
37. Sign Review (Billboard)
38. Subdivision Minor
39. Subdivision Major (Base Fee 1-100 Acres)
40. Subdivision Major (Base Fee >100 Acres)
41. Rezoning Request (PUD/Overlay)
42. Rezoning Request (Standard Zone)
43. Temp Activity Permit

44. Use Permit (Existing Building and Non-Sensitive)
45. Use Permit (New Construction and/or Sensitive)
46. Variance Review (Standard)
47. Zoning Administrator Approval (large day care home, small recycling facility, home occupation permit, telecommunications collocation)
48. Zoning Code Amendment
49. Zoning Code Letter
50. Minor Modifications to Wireless Facilities

Planning Document Charges:

51. General Plan
52. General Plan Map
53. Zoning Maps
54. Zoning Ordinance
55. Penalty of Returned Checks
56. Housing Element
57. Subdivision Ordinance
58. Adopted Design Review Guidelines
59. General Plan Update (EIR)
60. General Plan Update

ENGINEERING:

Fee Description:

1. Copies
2. Documents (36” Wide Paper)
3. Documents (18” Wide Paper)
4. Construction Bid Packages
5. Parcel Map Waiver
6. Minor Subdivision Map Check
7. Major Subdivision Map Processing Fee (Base Fee)
8. Subdivision Improvement Plan Check
9. Subdivision Improvement Inspection ($0 - $500,000)
10. Subdivision Improvement Inspection ($500,001 - $5,000,000)
11. Subdivision Improvement Inspection (>$5,000,000)
12. Encroachment Plan Check (Simple)
13. Encroachment Inspection (Simple)
14. Encroachment Permit Plan Review

15. Encroachment Permit Inspection
16. Grading Plan Review
17. Grading Inspection
18. Development Agreement Preparation
19. Right-of-Way Easement (Aband/Vac)
20. Address Change/New Add.
21. Street Name Change
22. Flood Zone Verification
23. Transportation Permit (2 Day Permit)
24. Transportation Permit (Annual)
25. Plan Check (Single Parcel – SF)
26. Inspection (Single Parcel – SF)
27. Plan Check (Single Parcel – MF)
28. Inspection (Single Parcel – MF)
29. Plan Check (Single Parcel – Acreage)
30. Inspection (Single Parcel – Acreage)
31. Final Map Mylar Deposit
32. As Built Mylar Deposit
33. Sewer Inspection Deposit

33A. Storm Drain Inspection Deposit

34. Geographical Information System (Residential – Base)
35. Geographical Information System (Commercial)

NPDES Plan Review (SWPPP and/or C.3 Storm Water Control Plan:

36. 10,000 sq. ft. to 1 Acre or Risk Factor 1
37. >1 Acre or Risk Factor 2 and 3
38. NPDES Inspection (Risk Factor 1)
39. NPDES Inspection (Risk Factor 2 and 3)
40. Work Without Permit Investigation

Engineering Document Charges:

41. Water Master Plan
42. Waste Water Master Plan
43. CIP (Capital Improvement Project)
44. Grading Erosion Sediment Ordinance
45. City's Specs and Details (Pkg. of 2)
46. City's Specs (Pkg. of 1)

47. City's Detail (Pkg. of 1)

Impact Fees:

48. Water Connection (Facility Reserve Fee)
49. Sewer Connection (Facility Reserve Fee)
50. Regional Traffic Mitigation Fee
51. Pittsburg Traffic Mitigation Fee
52. Kirker Creek Mitigation Fee
53. In-Lieu Parkland Dedication Fee

PUBLIC WORKS – WATER SERVICE CHARGES:

Fee Description:

1. New Utility Account Setup
2. Meter Shut-Off/Meter Turn On
3. Meter Shut-Off (Meter Locked)/Meter Turn On
4. Meter Shut-Off (Meter Pulled)/Meter Turn On
5. Meter Tampering Fee (No Active Account)
6. After Hours Turn On
7. Verify Meter Reads
8. Fire Hydrant Meter (Check or Field Read)
9. Field Test – Water Meter (Up to and including 2" from front hose bib)
10. Remove and Test – Water Meter (5/8" to 1")
11. Remove and Test – Water Meter (1 ½" to 2")
12. Test – Water Meter (>2" and All Others Not Listed)
13. Sewer Backup (Customer's Lateral)
14. Bacteriological Testing (First)
15. Bacteriological Testing (Additional)
16. New Hydrant Account Setup
17. NSF
18. ACH Reject
19. Credit Card Fraud
20. Write-Off/Collection Processing
21. Meter Replacement
22. Trip Charge

EXHIBIT C

FORM OF AFFORDABLE HOUSING AGREEMENT

RECORDING REQUESTED BY:

CITY OF PITTSBURG

When Recorded Mail To:

City Clerk
City of Pittsburg
65 Civic Ave.
Pittsburg, CA 94565

Fee Waived per GC 27383

(SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY)

SECONDARY DWELLING UNIT REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

Owner: _____

Property Address: _____
Pittsburg, California 94565

APN: _____

Name of Development: Skyranch II

This Secondary Dwelling Unit Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of _____ ("**Effective Date**") by and between the City of Pittsburg, a municipal corporation ("**City**") and _____ (the "**Owner**"). City and Owner are hereinafter collectively referred to as the "**Parties**."

Recitals

A. Owner is the owner of certain real property that contains a secondary dwelling unit, which is located in the City of Pittsburg, County of Contra Costa, State of California and more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"). The Property is located within a residential development project area (the "**Project**") that was subject to the City's Inclusionary Zoning Regulations, which requires an agreement to provide an affordable housing component into the project.

B. The developer of the Project chose to satisfy its obligations through, among other things, the construction of forty two (42) secondary dwelling units on some of the residential lots in the Project, including on the Property, and requiring the purchasers to enter into regulatory agreements restricting the rent charges for the secondary units to affordable rents.

C. The Parties have agreed to enter into and record this Agreement in order to satisfy the requirements described in the foregoing Recitals. The purpose of this Agreement is to regulate and restrict the occupancy and rents of the Property's Restricted Unit (defined below) for the benefit of the occupants. The covenants in this Agreement are intended to run with the land and be binding on Owner and its successors and assigns for the full term of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties hereby agree as follows:

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits:

"**Applicable Income Level**"means the maximum annual gross income level, adjusted for household size, for an occupant of a secondary dwelling unit and shall not exceed eighty percent (80%) of the Area Median Income.

"**Area Median Income**" or "**AMI**" means the area median income for Contra Costa County, California, adjusted for household size, published periodically by the California Department of Housing and Community Development (**"HCD"**) in Section 6932 of Title 25 of the California Code of Regulations ("**Regulations**") or successor provision published.

"**Eligible Household**" means a household whose gross income does not exceed the Applicable Income Leveland that is otherwise eligible to rent a Restricted Unit.

"**Qualifying Rent**"means a monthly rent which does not exceed one-twelfth of thirty percent (30%) of the Applicable Income Level adjusted for household size, less a utility allowance, if any, specified by the Housing Authority of the City of Pittsburg.

"**Restricted Unit**" means the secondary dwelling unit on the Property that is depicted in **Exhibit B** and that is reserved for occupancy at a Qualifying Rent in accordance with and as set forth in Section 2. The Restricted Unit shall contain a Kitchenette (defined herein as, at minimum, one base cabinet with countertop, one small undercounter refrigerator, one two-burner electric cooktop, one small sink with garbage disposal and electrical receptacles for small appliances).

2. Use and Affordability Restrictions. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City. Said covenants and restrictions shall be in concurrence with the occupancy restriction that is required by PMC 18.50.310 (h). This restriction states that the Property shall not be occupied by two separate households under two separate lease agreements.

2.1 Affordability Requirements. The Restricted Unit, if it is rented, shall be rented at not more than Qualifying Rent and occupied by Eligible Households. Owner shall ensure that language is contained in all leases and contracts with tenants of the Restricted Unit executed by Owner that prohibits subleasing of the Restricted Unit.

2.2 Rents for Restricted Units. Rent charged to, and paid by, a tenant for Restricted Units shall be not more than the Qualifying Rent. Notwithstanding the foregoing, no tenant qualifying for a Restricted Unit shall be denied continued occupancy of the Restricted Unit

because, after admission, such tenant's adjusted income increases to exceed the qualifying limit for such Restricted Unit. Nothing herein is intended to restrict the rent charged for the Property should the Property owner elect to lease the Property, and not just the Restricted Unit.

2.3 Non-Discrimination; Compliance with Fair Housing Laws. Owner shall not discriminate against persons or groups of persons on account of race, color, religion, creed, sex, sexual orientation, marital status, familial status, ancestry or national origin in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. Owner shall each ensure that language prohibiting such discrimination shall be included in all deeds, leases and contracts executed by Owner or its successors and assigns with respect to the Property. Owner shall comply with state and federal fair housing laws in the marketing and rental of the secondary dwelling units in the Property.

3. Term of Agreement.

3.1 Term of Restrictions. This Agreement shall remain in effect for fifty-five (55) years from the Effective Date.

3.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full term hereof regardless of any sale, assignment, transfer, or conveyance of the Property, unless this Agreement is terminated earlier by City in a recorded writing.

3.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge the terms of this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms.

4. Binding Upon Successors; Covenants to Run with the Land.Owner hereby subjects its interest in the Property to the covenants and restrictions set forth in this Agreement. City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property or any part thereof or interest therein. Each reference in this Agreement to a specifically named party shall be deemed to mean a reference to the successor of each such Party. Any successor-in-interest to Owner, including, without limitation, any purchaser, transferee or lessee of the Property (other than the tenants of the secondary dwelling units within the Property) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property in favor of City.

5. Property Management; Repair and Maintenance; Marketing.

5.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Restricted Unit, including, without limitation, the selection of tenants, certification and recertification of household income and eligibility, evictions, and collection of rents and deposits. Except as City may otherwise agree in writing, City shall have no responsibility for management or maintenance of the Property. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties.

6. Recordation; No Subordination. This Agreement shall be recorded in the Official Records of Contra Costa County. Owner hereby represents, warrants and covenants that with the exception of easements and restrictions of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Property in position superior to this Agreement, upon the request of City, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section, and to provide such evidence thereof as City may reasonably request.

7. Default and Remedies.

7.1 Events of Default. Owner's failure to cure any default in performance of Owner's obligations under this Agreement within thirty (30) days following City's delivery of a notice of default shall constitute an Event of Default hereunder and shall entitle the City to proceed with any of the remedies described below. Notwithstanding the foregoing, if the default is such that it is not reasonably capable of being cured within thirty (30) days, an Event of Default shall not arise hereunder if Owner commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event later than ninety (90) days after receipt of City's notice of default or such longer period as City may agree to in writing.

(a) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

(b) For violations of obligations with respect to rents for Restricted Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Qualifying Rent;

(c) Pursue any other remedy allowed at law or in equity.

7.2 Remedies Cumulative. Each of the remedies provided herein is cumulative and not exclusive. City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

8. Indemnification. Owner shall defend (with counsel approved by City), indemnify and hold the City and its officials, officers, directors, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) arising from or in connection with or in any way related to: (i) Owner's performance or failure to perform any obligation required by this Agreement; or (ii) any act or omission by Owner, or any of Owner's contractors, subcontractors, agents, employees, licensees or suppliers related to the Property, except to the extent arising from the gross negligence or willful misconduct of such Indemnified Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

9. Miscellaneous.

9.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

9.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

9.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice is effective upon delivery;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt;

(c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(d) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (i) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (ii) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City:

City of Pittsburg
65 Civic Ave
Pittsburg, CA 94565
Attention: City Manager

Owner:

At the address of the property

9.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

9.5 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

9.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council.

9.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

9.8 Headings; Construction. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.

9.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

9.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

9.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

9.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

9.13 Entire Agreement; Exhibits. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. The exhibits attached hereto are incorporated herein by this reference.

9.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

OWNER:

_____

_____

CITY OF PITTSBURG:

By:_____
City Manager

Attest:_____
City Clerk

Approved as to form:

_____
City Attorney

SIGNATURES MUST BE NOTARIZED

Exhibit A

PROPERTY DESCRIPTION

(Attach legal description)

Exhibit B

DIAGRAM SHOWING LOCATION OF SECONDARY DWELLING UNITS

(Attach diagram)

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Recommending City Council Approval of a Development Agreement for a Previously Approved Residential Subdivision, for "Sky Ranch II Development Agreement, AP-17-1226 (DA)."	))))))	Resolution No. 10062

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. On July 23, 2004, Albert Seeno III, of Discovery Builders (the "applicant") filed Rezoning Application No. 02-21, requesting approval from the City Council to pre-zone 166.5 acres as RS (Single-Family Residential) District, and approve design review and vesting tentative map to subdivide the project site into 415 single-family residential lots with related infrastructure improvements. The project site is located at the terminus of Ventura Drive, south of the Highlands Ranch residential subdivision. Original APNs 089-050-074, and -066 (and portions of Highlands Ranch).

B. On May 8, 2007, the Planning Commission adopted Resolution No. 9711 approving Vesting Tentative Map No. 8475 to subdivide the project site into 415 single-family residential lots, one detention basin parcel, and one water reservoir parcel. Additionally, the Planning Commission adopted Resolution No. 9712 approving the design review for the project site and Resolution No. 971o recommending City Council approval of the proposed pre-zoning for the site.

C. On May 21, 2007, the City Council adopted Resolution No. 07 10789 certifying the Final Environmental Impact Report ("EIR") for the project, CEQA Findings, Statement of Overriding Considerations, and the Mitigation and Monitoring Program, all of which were prepared in accordance with CEQA and the State CEQA Guidelines.

D. On June 4, 2007, the City Council adopted Ordinance No. 07-1285 pre-zoning the project site to RS-6-O (Single-Family Residential, with an Overlay) District.

E. On February 19, 2008, the City Council adopted Resolution No. 08-10958 approving the 1st addendum to the EIR. The addendum analyzed changes to the project in order to allow for annexation into the Delta Diablo Sanitation District (DDSD) and the Contra Costa Water District (CCWD), and annexation of the 3.5-acre City water tank to the DDSD, CCWD, and the City.

F. On May 14, 2008, the Contra Costa County Local Agency Formation

Commission ("LAFCO") approved the annexation of the project site to the City, CCWD, and DDSD, and the Certificate of Completion was recorded on June 25, 2008.

G. On February 15, 2017, Louis Parsons, on behalf of Sky Ranch Investors LLC, filed a formal application requesting approval of a development agreement for the previously approved Sky Ranch II development project.

H. The current proposed project is subject to the CEQA, and the State CEQA Guidelines (Public Resources Code section 21080).

I. Pursuant to 15162(a) of the State CEQA Guidelines, City staff has determined that adoption of the proposed development agreement would not 1) result in any new significant environmental impacts not previously disclosed in the 2006 EIR, 2) result in any substantial increase in the severity of previously identified impacts, or 3) otherwise require preparation of a subsequent EIR in accordance with CEQA Guidelines Section 15162(a). As such, preparation of a 2nd Addendum to the 2006 EIR, pursuant to CEQA Guidelines section 15164, is the appropriate method for achieving CEQA compliance for the current project.

J. Pursuant to City Council Resolution No. 96-8371, the Planning Commission must make a recommendation on a development agreement prior to City Council consideration. The City Council may adopt the ordinance approving a development agreement if it finds that:

1. the development agreement is consistent with the General Plan and any applicable specific plan; and

2. the development agreement will promote the public health, safety, and general welfare.

K. On Friday, April 14, 2017, in accordance with Government Code section 65091, and PMC section 18.14.020.C, a "Notice of Public Hearing," for the April 25, 2017, public hearing on this item was delivered for posting at the Pittsburg Library; was posted at City Hall and at the project site; was posted on the public notices" page of the City's website; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

L. On April 25, 2017, the Planning Commission held a public hearing on AP-17-1226 (DA), at which time additional oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission staff report entitled, "Sky Ranch II Development Agreement, AP-17-1226 (DA)," dated April 25, 2017, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the Planning Commission finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. The 2006 EIR for the Sky Ranch II residential development was prepared in compliance with Public Resources Code Section 21000 et seq ("CEQA") and the State CEQA Guidelines. The 2nd Addendum to the previously certified 2006 EIR for the project was also prepared pursuant to section 15164 of the State CEQA Guidelines. All impacts associated with this project have been adequately analyzed in the 2006 EIR and the 2nd Addendum to the EIR, and the Commission has independently reviewed and considered the information contained therein, prior to making its recommendation on the development agreement.

3. The development agreement is consistent with General Plan, specifically Housing Element Policy P-1.5, as the developer would be required to construct 42 income-restricted accessory dwelling units. These units would allow extended families to live near each other, increase the City's affordable housing stock, and provide opportunities for homeowners to generate additional income.

4. The proposed development agreement would also promote the public health, safety, and general welfare, in that it would require the developer to comply with additional measures above and beyond those required in the current conditions of project approval, including (but not limited to): 1) installation of two city operated surveillance cameras at two intersections in the area (to be identified by the City); 2) installation of basic home security wiring in each dwelling unit with one year of free professional home security monitoring services to new homeowners (offered as an option to new home owners); and 3) annexation into a new CFD intended to fund fire safety improvements and/or services provided by the Contra Costa County Fire Protection District.

Section 3. Decision

Based on the findings and the authority set forth above, the Planning Commission hereby recommends that the City Council adopt an ordinance approving a development agreement as substantially presented in Exhibit A of this resolution.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Fardella, seconded by Commissioner Croskey, the foregoing resolution was passed and adopted the 25th day of April, 2017, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Coniglio, Croskey, Fardella, Foster, Gargalikis, Guerrero

NAYES:

ABSTAIN:

ABSENT:

I hereby certify that the above Resolution No. 10062 was adopted by the Planning Commission of the City of Pittsburg on April 25, 2017.

KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

DRAFT

MINUTES
OF A REGULAR MEETING
OF THE
PITTSBURG PLANNING COMMISSION

April 25, 2017

A regular meeting of the Pittsburg Planning Commission was called to order by Acting Chair / Vice Chair Gargalikis at 7:00 p.m. on Tuesday, April 25, 2017, in the Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Present: Acting Chair / Vice Chair Gargalikis, Commissioners Coniglio, Croskey, Fardella, Foster, Guerrero

Staff: City Engineer/Community Development Director Fritz McKinley, Planning Manager/Secretary Kristin Pollot, City Attorney Ruthann Ziegler, Administrative Assistant Amanda McVey, Senior Civil Engineer Richard Abono, Associate Planner Jordan Davis

PLEDGE OF ALLEGIANCE

Commissioner Wolfgang Croskey led the Pledge of Allegiance.

DELETIONS / WITHDRAWALS / CONTINUANCES

There were no deletions, withdrawals or continuances.

COMMENTS FROM THE AUDIENCE

There were no comments from the audience.

PRESENTATION

There were no presentations.

CONSENT

1. Minutes of April 25, 2017

2. Request to Initiate a Zoning Study Related to Allowable Uses in the CP-1 District

A City-initiated proposal to consider potential amendments to Title 18 of the Pittsburg Municipal Code (PMC) in order to provide more flexibility related to the allowable uses in the CP-1 District.

On motion by Commissioner Guerrero seconded by Commissioner Croskey to approve the consent calendar and carried unanimously.

PUBLIC HEARINGS

3. Sky Ranch II Development Agreement, AP-17-1226 (DA).

A public hearing on a request for a recommendation on a development agreement for the previously approved 'Sky Ranch II Residential Subdivision,' located at the terminus of Ventura Drive, South of the Highlands Ranch Subdivision, in the RS-6-O (Single Family Residential with a Limited Overlay, Ordinance No. 07-1285) District. Assessor's Parcel Nos. 089-050-074, 089-470-078, 089-480-036, and 089-530-047.

Planning Manager Kristin Pollot gave a presentation.

Acting Chair Gargalikis opened the public hearing.

Louis Parsons, Sky Ranch Investors LLC, spoke as the applicant.

Spoke with concerns against the project:

Victor Galli, Pittsburg
Bernadette Silva, Pittsburg
Phillip Shoemaker, Pittsburg
Kateryna Candell, Pittsburg

Bruce Ohlson, Pittsburg, commented on bicycle lanes and connections to neighboring developments.

There being no one to speak further on the item, Acting Chair Gargalikis closed the public hearing.

On motion by Commissioner Fardella, seconded by Commissioner Croskey to approve and carried unanimously.

COMMISSION CONSIDERATIONS

4. Esperanza Apartments at San Marco (Village M), AP-13-932 (DR).

A request for design review approval of plans to construct a 318-unit apartment complex along the south side of West Leland Road, immediately west of Tomales Bay Drive. The project consists of 12 three-story buildings and site improvements on 13.3 acres in 'Village M' of the San Marco PD (Planned Development, Ordinance No.12-1362) District. Assessor's Parcel No. 097-550-018.

Associate Planner Jordan Davis gave a presentation.

Spoke with concerns against the project:

Cherie L, Pittsburg
Michael L, Pittsburg
Dorothy Dominguez, Pittsburg
Prolet Miteva, Pittsburg

Walt Podesta, Pittsburg
David Kubeck, Pittsburg
John Bowman, Pittsburg
Chris Landy, Pittsburg

Gus Kramer, Pittsburg, gave suggestions regarding landscaping and lighting. There being no one to speak further on the item, Acting Chair Gargalikis closed the public hearing.

Bruce Ohlson, Pittsburg, requested an easy route for bicycles and pedestrians to and from the Pittsburg/Bay Point BART station, improvements to right turn lanes, additional bike lanes, adequate bicycle storage units and crosswalks in all four quadrants of new signaled intersections.

Louis Parsons spoke as the applicant and stated he has read and does agree to all conditions as stated.

On motion by Commissioner Coniglio, seconded by Commissioner Fardella to approve and carried unanimously.

5. East Santa Fe Triplex, AP-17-1225 (DR).
This is a request for design review approval of plans to construct a three-unit apartment complex and site improvements on a vacant 7,790 square foot parcel located at 465 East Santa Fe Avenue, in the RH (High Density Residential) District. APN: 086-143-004.

Associate Planner Jordan Davis gave a presentation.

Dan DiAnda spoke as the applicant. Mr. DiAnda stated that he agrees to all conditions as stated.

On motion by Commissioner Croskey, seconded by Commissioner Fardella to approve and carried unanimously.

ZONING ADMINISTRATOR REPORTS

6. Notice of Intent to Exercise Delegated Design Review Authority and Submittal of Adopted Zoning Administrator Resolutions.

The Zoning Administrator submit two notices of intent to exercise delegated design review authority for: 1) Mike's Auto Body solar carports; and 2) Fire Station #84 solar carport. The Zoning Administrator also submits one resolution previously approved under the delegated authority (PMC sections 18.32.010 and 18.84.560).

Commissioners acknowledged receipt of the notices of intent and the approved resolution.

STAFF COMMUNICATIONS

There were no staff communications.

COMMITTEE REPORTS

Commissioner Croskey and Commissioner Fardella reported on the recent Land Use Subcommittee meeting.

ADJOURNMENT

The meeting was adjourned at 9:27 p.m. to May 9, 2017.

_____

Kristin Pollot, AICP, Acting Secretary

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving a Vesting Tentative Map to Subdivide 166.5 Acres into 415 Single-Family Residential Lots, One Detention Basin Parcel and One Water Reservoir Parcel Located at the Terminus of Ventura Drive, South of the Highlands Ranch Subdivision For "Sky Ranch II Residential Subdivision. (Tract 8475)."	)	Resolution No. 9711

The Planning Commission DOES Resolve as follows:

Section 1. Background

A. On December 20, 2002, Albert Seeno III of Discovery Builders (the "applicant") filed Vesting Tentative Map Application No. 8475, in accordance with Chapter 17.20 of the Pittsburg Municipal Code (PMC), requesting to subdivide a 1.66.5 acre site, including portions of Highlands Ranch (Tract 7217) into 415 single-family residential lots ranging in size from 8,000 square feet to 2.9 acres, with related infrastructure improvements. The project is located at the terminus of Ventura Drive, south of the Highlands Ranch subdivision; APNs 089-050-067 (and portions of Highlands Ranch).

B. In conjunction with this request, the applicant filed applications requesting to prezone the property and obtain design review approval of the homes. This land is currently outside the City limits and inside the City ULL. The property must be annexed to the City prior to any actions by this Commission taking effect on this project.

C. An environmental impact report (EIR) was prepared for this project (SCH # 2004112092). On October 2, 2006, the City Council adopted Resolution No. 06-10632 certifying that the final environmental impact report (FEIR) was prepared in accordance with CEQA and the State CEQA Guidelines. The proposed Vesting Tentative Map is consistent with Alternative 2 of the FEIR. The objectives of this alternative are to:

1. Develop a residential subdivision having approximately 415 lots consistent with the adopted General Plan Low Density Residential designation (3 du/ac); and

2. Construct the Buchanan Road Bypass as a 4-lane arterial road within the limits of the project site.

D. On May 8, 2007, the Planning Commission adopted Resolution No. 9710 recommending that the Council prezone the subject property to RS-6-O (Single Family with and Overlay) District. The proposed zoning district, if adopted, would establish development standards to guide development of this property if it is ultimately annexed into the City of Pittsburg. The proposed subdivision is consistent with the prezoning designation recommended by the Planning Commission to the Council in PC Resolution No. 9710.

E. Vesting Tentative Map and Design Review approvals for this project would be contingent on the Council's final approval to prezone the property to RS-6-O and LAFCO approval of annexation of the project site to the City of Pittsburg, Delta Diablo Sanitation District (DDSD) and Contra Costa Water District (CCWD).

F. The proposed Vesting Tentative Map (VTM) would subdivide the property to construct 415 single family homes at 2.46 residential dwelling units per gross acre. This is consistent with the General Plan land use designation of *Low Density Residential* and General Plan policy 2-P-71, which allow a maximum of 3 du/ac on this property.

G. The EIR identifies mitigation measures to reduce the proposed project's impacts to a less than significant level. Several of these measures will require that the layout/design of the proposed subdivision be modified. Implementation of these mitigation measures will result in changes to the configuration of streets, grading plans, location of the proposed water tank, orientation and position of lots, traffic flow patterns in and out of the development, and potentially, a reduction in residential units.

H. The General Plan includes many goals and policies applicable to this project. Development of this property as proposed would assist the City in implementing, General Plan goals 2-G-4 (develop at lower intensities at the City's southern edge), 2-G-5 (promote a diversity of housing types, including opportunities for hillside estate development), 2-P-72 (pursue construction of the Buchanan Road Bypass), and 13-P-1.2 (ensure the construction of larger, high end housing in the southern foothills to provide move-up housing opportunities within the community).

I. The project is less successful in implementing other goals and policies of the General Plan that could reasonably be applied to this development, including 4-G-3 (provide transition from urban to open space on the City's edge), 4-P-7 (ensure that design treatment of new development at the City's southern border retains a rural feel by using materials and design that promote a rural feel and encourage development at the outer edge of the City to face outwards towards the rural landscape), 8-P-2 (pursue the development of park and recreation facilities within a reasonable walking distance of all homes), 8-P-16 (encourage dedication of public parks in new residential development with more than 150

units), and 13-P-2.4 (increase homeownership opportunities for Very Low, Low and Moderate Income households).

J. State regulations requiring the final map/site plan to include a 100 foot wide fire suppression buffer between new development and existing grasslands off the site will necessitate changes to the final map that will bring this project into conformance with General Plan goal 4-G-3. Requiring that a percentage of the homes in this subdivision be clad in lap siding rather than stucco to evoke a more rural/ranch feel to the neighborhood and guidance on using open wire fencing in open space transition areas to implement General Plan policy 4-P-7. Most of the homes within this subdivision are not within walking distance of the new Highlands Ranch Community Park. Creation of a park within this subdivision, south of the proposed Buchanan Road Bypass would bring this project into conformance with General Plan policies 8-P-2 and 8-P-16.

K. The Sky Ranch II project is not subject to the requirements of the Inclusionary Housing Ordinance adopted by the City in February, 2005. However, the project is subject to the City's adopted Housing Element policies which were adopted by the City Council prior to the Sky Ranch II application being deemed complete (April 19, 2004). The actual date of approval of the current Housing Element was November 17, 2003 (City Council Resolution No. 03-9967) with final HCD certification of the Housing Element several months thereafter. Table 13.6-4 of the Housing Element (required by HCD for certification of the Housing Element) identifies the Sky Ranch property as a key housing opportunity site with a projected unit count of 415. Table 13.6-7 (also required by HCD for certification) estimates that the proposed project will result in 42 moderate income units with the remaining balance expected to be above moderate (market rate). The proposed project is consistent with the housing element projection for the number of units to be constructed on the Sky Ranch II property, but provides no affordable housing component. The Planning Commission, therefore, may condition this subdivision to assist the City in increasing homeownership opportunities for Very Low and/or Moderate income households.

L. Requiring an affordable housing component as a condition of project approval will also help the City implement General Plan policy 13-P-2.4 noted above. The site is not suitable for Low or Very Low income housing. The lots are too far from transit, shopping, schools, jobs and social services to be easily accessible and too large to maintain for persons on very limited income. Reserving 10% of the units within this subdivision for Moderate Income Households (at affordable prices) as envisioned in Housing Element Table 13.6-7 would implement General Plan policy 13-P-2.4. Given that the City's priority at this time is to also create more Very Low Income rental units, offering the developer an option to comply with PMC §18.86.080 (Alternatives to construction of affordable units on-site of owner projects or low-density owner projects) to reserve and rent and equivalent 5% of the units (21) to Very Low Income Households and that same units be priced at a price deemed by the City to be affordable to an appropriately sized

Very Low Income Household earning 50% of Area Median Income would assist the City in implementing Housing Element policy 13-P-2.5 (Increase the supply of rental housing available and affordable to ... Very Low Income Households..) .

M. General Plan policy 13-P-2.6 encourages the incorporation of energy conservation design features in future residential developments to conserve resources and reduce housing costs. Program A under that policy rests the responsibility to evaluate new subdivisions for passive solar and cooling opportunities with staff and the Planning Commission, while Program D supports the use of solar hearing and other environmentally sound energy efficient methods for heating and cooling homes. No information has been provided as to whether the developer will be offering solar heating opportunities. Proposed lot sizes and orientations will provide opportunities to place garages on many north elevations, extend patio roofs on side and rear facing elevations, and plant deciduous trees in rear yards to cool south facing windows in the summer, all of which would provide passive heating and cooling benefits to future homeowners.

N. The proposed vesting tentative map complies with many, but not all of the applicable subdivision design guidelines. The proposed subdivision incorporates design guidelines which call for curvilinear streets (Guideline II.g), street maintenance easements (Guideline II.q), masonry walls between homes and arterial streets (Guideline I.g), and the siting future walls at tops of slopes (Guideline II.j).

O. The proposed subdivision does not comply with the adopted design guidelines that call for staggered masonry walls adjacent to public rights-of-way (Guideline II.f), landscape setbacks adjacent to walls at least the height of the wall (Guideline II.n.

P. Conformance with other adopted design guidelines related to landscaping and fencing/wall design (Guidelines I.e., I.m., and II.b.. II.c, II.d.) cannot be determined at this time as submitted plans do not include preliminary landscape plans, wall/fence design plans.

Q. Because a plotting plan is not included with the submittal, the Commission cannot determine that one-story homes are proposed on the most prominent corner lots in conformance with Guideline II.h., or whether driveways at three way intersections will align with streets (Guideline II.k.).

R. The project includes construction of the Buchanan Road Bypass within the limits of the project site. The proposed segment of the Buchanan Road Bypass within the boundaries of the project site would ultimately be constructed as a four lane artery with a median divider. The bypass would remain closed to through-traffic at the eastern and western terminus until the entire bypass is completed west to Kirker Pass Road. In the interim, project-related traffic would use Ventura Drive through Highlands Ranch to Buchanan Road. As shown in the submitted street

section, the Bypass would only have a sidewalk (6') on one side of the road, where sidewalks on both sides of the street is preferred..

S. Roadways within the development are proposed to be public streets that generally conform to the City's adopted street standards. The streets would have 36 - 42 foot wide roadway widths, with parking and 6-foot wide sidewalks on both sides of the streets (typo on 48' R/W street section incorrectly shows 4.5 foot sidewalks) with a four foot wide PUE and additional 5 foot wide street tree maintenance easement setbacks behind the sidewalks. The project includes conventional curbs, gutters, and sidewalks, with catch basins and underground piping to collect and convey storm water to appropriate outlets.

T. Section 5.2.1 of the 2000 Water Master Plan, Amendment No. 3 identifies the need for water infrastructure improvements in order to serve the proposed development. Prior to occupying the first home in the subdivision, these infrastructure improvements must be constructed.

U. With its review of the proposed prezoning for the project, the City Council is the final decision making body for the approval of the Sky Ranch II project under CEQA. Should it decide to approve the prezoning application, the Council must make findings pursuant CEQA related to mitigation measures identified for the project, including a Mitigation Monitoring and Reporting Program (MMRP), the alternatives analyzed in the EIR, and Statement of Overriding Considerations (SOC) for project impacts that cannot be mitigated to a less than significant level.

V. The FEIR and Draft EIR identify mitigation measures that must be implemented with the project. Refining mitigation measures for clarity and incorporating them directly as conditions of project approval, will further ensure that the project is developed in a manner that will not create a significant permanent adverse environmental impact.

W. Pursuant to Section 17.20.060 C. (Planning Commission Review and Determination) of the Pittsburg Municipal Code, the Planning Commission may approve or conditionally approve a vesting tentative map if it finds that:

1. The proposed map is consistent with the general plan and any applicable specific plan, or other applicable provisions of this code;

2. The site is physically suitable for the type of development;

3. The site is physically suitable for the proposed density of development;

4. The design of the subdivision of the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

5. The design of the subdivision or the type of improvements will not cause serious pubic health problems; and

6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

X. On April 27, 2007, in accordance with PMC §18.14.010, a "Notice of Public Hearing" for this application was posted at and near the project site, at City Hall and the Pittsburg Library, and was mailed to all owners of property within 300 feet of the project site, to the applicant and to individuals who requested such notice.

Y. On May 8, 2007, the Planning Commission held a public hearing for Vesting Tentative Map Application No. 8475 (SUBD 8475), at which time oral and/or written testimony was considered.

Section 2. Authority

A. Article XI, Section 7 of the California Constitution confers on cities the authority to regulate land use within their jurisdictions under the police power and to make and enforce ordinances to protect the public health, safety and welfare. Aesthetic reasons alone justify exercise of the police power. (Metromedia, Inc. vs. City of San Diego (1980) 264 C3d 848, 164 CR 510).

B. The general plan is the single most important planning document and represents the most comprehensive statement of the city's interests and welfare. (Government Code section 65300; Citizens of Goleta Valley vs. Board of Supervisors (1990) 52 CA3d 553, 276 CR 410.) In general, all land use decisions must be consistent with the general plan. Consistency exists between a city's land use action and the general plan when a city has officially adopted such a plan, and the various land uses approved are compatible with the objectives, policies, general land uses and programs specified in the plan. (Lesher Communications, Inc. vs. City of Walnut Creek (1990) 52 C3d 531, 277 CR1.)

C. The Subdivision Map Act (Government Code section 66410, et seq.) vests in cities the power to regulate and control the design and improvement of subdivisions within their boundaries. (Government Code section 66411.) "Improvement" is broadly defined to include any specific improvement or type of improvement, the installation of which is necessary to ensure consistency with the general plan. (Government Code section 66419 (b).)

D. A city may not approve a tentative map unless it finds that the proposed subdivision, together with the provisions of its design and improvement, is consistent with the general plan. (Government Code section 66473.5.)

1. Pittsburg's General Plan includes, among its objectives, designing aesthetically pleasing roadways, providing public improvements that enhance neighborhood values, enforcing City ordinances that improve the appearance of residential neighborhoods, encouraging residential neighborhoods that are in close proximity to recreation facilities and maintaining lighting on city streets. To ensure that these goals are met, the General Plan requires:

    a. Improvements to or equitable cost-sharing for expansion of water, sewer and drainage facilities (General Plan policies 9-P-21, 11-P-7, 11-P-18). These improvements or fees are necessary to ensure that adequate facilities are available to serve new development without detriment to existing development. Public improvements including street lighting and utilities are proposed with the Sky Ranch II development.

    b. Construction of new parks, dedication of land for new parks, or payment of fees to help the City to meet its park and recreation facility standards (General Plan policies 8-P-1, 8-P-2, 8-P-11).

E. The following General Plan and Housing Element Goals and policies apply to the development associated with the proposed Vesting Tentative Map:

1. Goal 2-G-4: Provide a range of development intensities, with the highest intensities in Downtown and in areas accessible to transit and services, and lower intensities in the hillsides and at the southern edge. The project will offer estate sized lots which will help diversify the intensity of development in the City.

2. Goal 2-G-5: Promote a diversity of housing types, including opportunities for hillside estate development, as well as smaller lot, infill, and high-density housing. The project offers estate development in the southern hills.

3. Policy 2-P-72: Pursue construction of the Buchanan Road Bypass, as designated in the General Plan Diagram, providing an alternative route for commuters traveling from Kirker Pass Road to destinations east of Pittsburg. The project will facilitate the development of the bypass.

4. Policy 13-P-1.2: Ensure the construction of larger, high end housing in the southern foothills to provide move-up housing opportunities within the community. The project offers move-up housing opportunities with its estate size housing product.

5. Policy 2-P-7: During development review, consider project compatibility with existing surrounding land uses. Ensure that sensitive uses—such as residences, schools, and parks—are not subject to hazardous or unhealthy conditions. Land use compatibility occurs when a land use exists and functions without creating a nuisance, hazardous, or unhealthy condition with adjacent land uses. The EIR

prepared for the project concluded that the project will not expose residents to nuisance, hazardous, or unhealthy conditions, as mitigated.

6. Policy 2-P-70: During development review, ensure that new development maintains views of the southern hills. Views will be maintained with the implementation of the mitigation measures identified in the EIR for preserving aesthetic resources.

7. Policy 2-P-71: New residential development south of Buchanan Road should:

   a. Ensure that adequate acreage is dedicated for a neighborhood park directly adjacent to Buchanan Road;
   b. Not result in any net increase of peak -hour stormwater flow;
   c. Preserve and enhance existing north-south creeks;
   d. Respect natural topography in the design and construction of new units; and
   e. Be limited to a maximum density of 3.0 dwelling units/acre.

   The newly constructed Highlands Ranch Park, located directly adjacent to Buchanan Road, addresses the park identified in Policy 2-P-71. Chapter V, section C of the EIR analyzes the stormwater flows the project will generate. The EIR concludes that the peak-hour flows will remain below the pre-development condition because of the proposed detention basin included with the project design. The project does not have any north-south creeks with defined bed and bank supporting the growth of riparian vegetation that would make the project subject to creek preservation or setback requirements of the General Plan. The design and construction of the new housing units is typical for most subdivisions throughout the City and is not necessarily designed to respect the natural topography of the area. The mitigation measures identified in the EIR for visual impacts of the project identifies modifications to the exterior finishes of the proposed homes to improve their compatibility with the natural setting of the project in the hills (also see Policy 2-P-70). The proposed gross residential density of 2.46 dwelling units/acre is within the maximum density requirement established by Policy 2-P-71.

8. Policy 3-P-1: Allow urban development only in areas that are served or where service can be provided. The EIR did not identify any unmitigable constraints to providing service to the proposed development.

9. Policy 3-P-2: Before project approval, ensure that existing and planned roads will have adequate capacity to accommodate existing and proposed development. The EIR included an analysis of existing and planned roadway capacity to accommodate additional vehicle trips that the project will generate. Traffic impact mitigation measures were identified for making any necessary improvements to proposed and existing roadways in order to maintain sufficient capacity for additional vehicles trips from the project.

10. Policy 3-P-3: Assure Basic Routes and Routes of Regional Significance will operate at adopted Level of Service (LOS) standards. The traffic impact analysis conducted for the EIR evaluates the LOS for basic routes and routes of regional significance. This analysis identified specific mitigations measures for maintaining an acceptable LOS with the additional vehicle trips associated with the buildout of the project.

11. Policy 3-P-10: Approve proposed development projects generating over 100 commute hour trips only if the project is consistent with adopted traffic LOS standards. The project will be consistent with adopted traffic LOS standards with the implementation of mitigation measures identified in the EIR prepared for the project.

12. Policy 3-P-12: Approve new development projects only if at least one of the following conditions is met:

    a. Adopted performance standards (General Plan Performance Standards 3-S-1 - 3-S-18) will be maintained following project occupancy;
    b. Project specific mitigation measures are planned and implemented in order to ensure maintenance of adopted performance standards; or
    c. Capital projects planned by the City or special districts will result in maintenance of adopted performance standards.

    The project will meet the City's public facilities performance standards through a combination of design, through the payment of current City fees, implementation of mitigation measures identified in the EIR, and through the implementation of capital projects planned by the City or special districts.

13. Policy 4-P-7: Ensure that design treatment of new development at the City's southern boundary retains a rural feel by:

    a. Discouraging the use of solid walls along these edges (fences must be visually permeable; however, discourage use of chain link in front and side yards).
    b. Using Materials and designs to promote a rural feeling (for example, wooden or other rustic materials); and
    c. Encouraging development at the outer edge of the City to face outwards towards the rural landscape (Preventing a solid wall of residential backyard fences).

    The subdivision does not face outwards, but required fire buffers between new development and adjacent open spaces will facilitate in the creation of a final map that more successfully addresses this design goal. Mitigation Measures provide for the creation of a park near the southern border which also help implement this policy.

14. Policy 11-P-29: Ensure adequate road widths in new development for fire response trucks, per the subdivision regulations. The proposed streets are designed to allow for fire response truck access to the development. The streets comply with City standards and have been reviewed by the Contra Costa County Fire Protection District.

15. Policy 13-P-1.1: Ensure there is an adequate supply of mixed use and residentially zoned land of appropriate densities to accommodate existing and anticipated housing needs through 2020.

16. Policy 13-P-1.2: Ensure the construction of larger, high end housing in the southern foothills to provide move-up housing opportunities within the community. The project offers a larger sized housing product that qualifies as high end housing in the City of Pittsburg.

17. Policy 13-P-1.8: Meet the City's fair share regional housing needs. Housing needs are outlined in the applicable housing element adopted at the time the project was deemed complete. The Commission has discretion to impose these requirements on this project as deemed necessary.

18. Policy 13-P-2.4: Increase homeownership opportunities for Very Low, Low and Moderate income households. Housing needs are outlined in the applicable housing element adopted at the time the project was deemed complete. The Commission has discretion to impose these requirements on this project as deemed necessary.

F. The conditions and requirements imposed on the project and further described in Section 4, are necessary to achieve the objectives of and to ensure consistency with the City's General Plan.

Section 3. Findings

The Planning Commission hereby finds that based on the Planning Staff Report entitled, "Sky Ranch II Residential Development. RZ-02-21, SUBD 8475, DR-02-48.", dated May 8, 2007, and related attachments, and based on all information in the Final (including Draft) EIR prepared for the project, and based on evidence collected during site visits to the project site and based on all the information contained in the Planning Department files on the project, adopted and incorporated here by reference and available for review in the Planning Department located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing that:

A. All recitals above are true and correct and are incorporated herein by reference.

B. The Final EIR for the Sky Ranch II Residential Subdivision project was prepared in compliance with Public Resources Code Section 21000 et seq., and the State CEQA Guidelines Section 15000 et seq, all impacts associated with this project have been

analyzed in the EIR prepared for this project, and the Commission has independently reviewed and considered the information contained therein, prior to making its decision on this vesting tentative map request.

C. Conditional approval of the tentative map to include the conditions contained in section 4 of this resolution will bring the tentative map into substantial compliance with the General Plan and result in a modified site plan and grading plan that will physically support the proposed density and type of development (single family detached homes) envisioned for this site without causing public health problems or causing substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

D. The project will comply with Housing Element policies 13-P-1.8 (fair share regional housing needs) and 13-P-2.4 (opportunities for Very Low, Low and Moderate income households), 13-P-1.2 (larger, high end housing in the southern foothills to provide move-up housing opportunities) if conditions of approval are imposed that require the applicant to:

1. Enter into an affordable housing agreement, subject to City Council approval, prior to acceptance of the final map. The agreement must either: 1) provide that the developer reserve and sell 10% (42) of the approved 415 units/lots within the subdivision to Moderate Income Households and that same units/lots will be priced at a price deemed by the City to be affordable to an appropriately sized Moderate Income Household earning 110% of Area Median Income. The units will remain affordable for a period not less than 45 years; OR 2) provide that the developer comply with PMC §18.86.080 (Alternatives to construction of affordable units on-site of owner projects or low-density owner projects) to reserve and rent 21 units to Very Low Income Households and that same units be priced at a price deemed by the City to be affordable to an appropriately sized Very Low Income Household earning 50% of Area Median Income (policies 13-P-1.8 and 13-P-2.4).

2. Ensure all lots within the subdivision are a minimum of 8,000 square feet, except that lots reserved under an affordable housing agreement required in the condition above may be a minimum of 6,000 square feet. Lots reserved under the affordable housing agreement for Moderate Income Households may be scattered generally evenly throughout the subdivision or located entirely north of the Buchanan Road Bypass (policy 13-P-1.2).

3. Ensure at least one-quarter of the single-family homes within the subdivision are at least 3,000 square feet in size (net garage) (policy 13-P-1.2).

E. The technical analysis contained in section 5.2.1 of the most recent version of the 2000 Water Master Plan, Amendment No. 3 identifies the need for water infrastructure improvements in order to serve the proposed development and that prior to occupying the first home in the subdivision, these infrastructure

improvements must be constructed in order to comply with growth management policies of the General Plan.

F. In accordance with PMC Section 17.20.050, all governmental and utility agencies known to have a potential interest in the project were provided a copy of the tentative map and given the opportunity to provide comments thereon; copies of the tentative map were mailed to 36 state, federal, regional and local agencies for a minimum 18-day comment period that began on January 2, 2003.

G. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat. Biological impacts associated with the project will be reduced to a less than significant level with the implementation of the Mitigation Measures identified in the EIR and conditioned herein.

H. As evaluated in the EIR and with the implementation of the Mitigation Measures identified in the EIR, the design of the subdivision or the type of improvements will not cause serious public health problems.

I. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. Implementation of the Mitigation Measures identified in the EIR will ensure that that the project does not create conflicts with existing or future easements on the project site. Access into and within the subdivision will be on public roadways. Access to the public utilities on-site (water tank and detention basin) will be via roadway easements or other mechanism deemed appropriate by the City Engineer.

J. Collection of current City fees for this project is necessary in order to comply with the growth management element of the General Plan. This will ensure the protection public health, safety and welfare as it relates to increase demand on City infrastructure and services resulting from this project.

Section 4. Decision

A. Based on the findings and authority set forth above, the Planning Commission hereby approves Vesting Tentative Map No. 8475 (SUBD 8475), subject to the following conditions:

General Conditions:

1. The project shall be constructed in substantial conformance with Vesting Tentative Map No. 8475, date stamped March 23, 2004 and February 27, 2007 by the Planning Department, except as hereinafter modified.

2. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval of this project, as determined applicable by the Planning Department. Where there is conflict between Resolution No. 8931 and the specific conditions identified in this resolution, the specific conditions of this resolution shall govern.

3. The applicant shall comply with all the requirements of the Planning Department, Engineering Department, Contra Costa Department of Environmental Health, Contra Costa County Fire Protection District, California Regional Water Quality Control Board, and all applicable local, state and federal agencies. It is the responsibility of the applicant to check with each agency for requirements that may pertain to the project.

4. The developer shall defend, indemnify and hold harmless the City of Pittsburg, its agents, officers, and employees from any claim, action or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval, which action is brought within the applicable time period of Government Code section 66499.37. In the event the City becomes aware of any such claim, action or proceeding, the City shall promptly notify the developer and shall cooperate fully in the defense. If the City fails to promptly notify the developer, or if the City fails to cooperate fully in the defense, the developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing contained in this condition prohibits the City from participating in the defense of any claim, action, or proceeding, if both of the following occur: (a) the City bears its own attorneys' fees and costs; and (b) the City defends the action in good faith. The developer shall not be required to pay or perform any settlement unless the settlement is approved by the developer.

Planning Conditions:

5. Subdivision 8475 shall comply with the applicable RS-6-O (Single Family Residential with an Overlay) District development standards as may be adopted by the City Council for this property.

6. The triangle shaped area shown on the vesting map located directly south of the City water tank site and east of Lot 37 shall be made into a non-buildable parcel that is offered to the GHAD for maintenance or transferred to the City and merged with the Water Tank property. This issue shall be addressed to the satisfaction of the City Engineer prior to the approval of a final map.

7. Lots 14-17 shall be eliminated. The remnant portion of Lot 14 inside the subdivision shall be merged with the adjacent lot in Highlands Ranch Subdivision. Portions of the other proposed lots (15-17) shall be converted to an unbuildable parcel that is either offered to the GHAD for maintenance, transferred to the City and merged with the Water Tank property, or fully landscaped and placed in the applicable LLD. This subdivision approval in no

way authorizes the developer to purchase, own, subdivide or develop any portion of the City Water Tank Site. The final disposition of the matter shall be to the satisfaction of the City Council prior to acceptance of the Final Map.

8. The new park required to be dedicated in this subdivision shall be constructed prior to the issuance of a building permit for the 200th home to be built in this subdivision or as otherwise approved in writing by the Planning Director and City Engineer.

9. All land to be located between the Buchanan Road Bypass Right-of-way and a new masonry wall along the Bypass shall be placed in a separate non-buildable parcel, landscaped by the developer, and then maintained as part of the LLD.

10. The subdivision is approved for a maximum of 415 single-family residential lots. Incorporation of all applicable conditions and mitigation measures may necessitate the elimination of some lots within the subdivision. Prior to preparation of the final map and improvement plans, the subdivider shall submit a modified site plan/map and grading plan incorporating all applicable design changes to the City staff for review of compliance with the applicable conditions of approval prior to submittal of the final map and improvement plans to the Engineering Department for plan check. The final map and improvement plans shall be in substantial conformance with the modified site plan/map and grading plan accepted by City staff as consistent with the conditionally approved tentative map.

11. The Developer shall submit a Plotting Plan to demonstrate how the placement of the homes will not create a negative visual effect from the massing of homes. Lots on the Plotting Plan shall accurately reflect the final subdivision design (not the tentative map) and shall also summarize graphically and with a table, how each lots complies with the applicable PMC zoning standards and other applicable conditions of approval related to mix of architecture and house siting. This exhibit shall be submitted to the Planning Department for each final map and shall be subject to review and approval of the Planning Department prior to Council acceptance of the final map for each respective phase.

12. The applicant shall enter into an affordable housing agreement, subject to City Council approval, prior to acceptance of the final map. The agreement shall: 1) provide that the developer reserve and sell 10% (42) of the approved 415 units/lots within the subdivision to Moderate Income Households and that same units/lots shall be priced at a price deemed by the City to be affordable to an appropriately sized Moderate Income Household earning 110% of Area Median Income. The units shall remain affordable for a period not less than 45 years; OR 2) provide that the developer comply with PMC §18.86.080 (Alternatives to construction of affordable units on-site of owner projects or low-density owner projects) to reserve and rent 21 units to Very Low Income Households and that same units be priced at a price deemed by the City to be affordable to an

appropriately sized Very Low Income Household earning 50% of Area Median Income.

13. Modifications to the vesting tentative map resulting from the conditions of approval shall not substantially alter the visual impact of the project as viewed from Buchanan Road. If substantial changes in grading are proposed with the revised vesting tentative map produced for implementing the conditions of approval for this project, the developer shall demonstrate that the changes are consist with the visual impact analysis of the EIR. This information shall be submitted to the Planning Department prior to the approval of the first final map. The first final map shall not be issued if substantial changes to views result from changes to the vesting tentative map.

14. Retaining walls visible from the Buchanan Bypass shall be constructed of the same materials or match the design of soundwalls used for the subdivision.

15. All lots within the subdivision shall be a minimum of 8,000 square feet, except that lots reserved under an affordable housing agreement required in the condition above may be a minimum of 6,000 square feet. Lots that may be reserved under the affordable housing agreement for Moderate Income Households may be scattered generally evenly throughout the subdivision or located entirely north of the Buchanan Road Bypass.

16. At least one quarter of the single-family homes within this subdivision shall be at least 3,000 square feet in size (net garage).

17. The soundwall along Buchanan Road Bypass shall match the same street side design as the wall in the subdivision to the east. The other side of the wall shall incorporate a decorative cap detail, subject to review and approval of the Planning Department.

18. Perimeter walls and/or sound walls shall include decoratively designed pilasters that are positioned at least 50-foot on center with the exception that the design of the wall along the Buchanan Road Bypass shall match the wall constructed along the Bypass in the subdivision to the east. This feature shall be reflected on the in-tract landscaping plan and landscaping plan and shall be subject to review and approval of the Planning Department prior to the approval of building plot plans.

19. Fences/walls shall be positioned at the top of downslope banks unless otherwise approved by the City Engineer. Fences at the top of slopes visible from Buchanan Road shall comply with MM-E1 #4 to maintain unobstructed views.

20. The developer shall minimize the use of subdivision perimeter walls along the bypass where sound attenuation features are not needed to comply with Noise Element policies of the General Plan. Wrought iron fencing with interspersed pilasters, or other open decorative fence design shall be used in lieu of masonry

walls in these circumstances. The developer shall evaluate this change in a noise/sound assessment in areas that may be conducive to the use of such fences. At a minimum, the developer shall evaluate the use of this alternative fencing design in lieu of the solid masonry wall proposed on the south side of the bypass between lots 381 and 307. This evaluation shall be submitted to the Planning Department and shall be subject to its review and approval prior to the approval of the landscaping plan for the Buchanan Bypass portion of the project.

21. In the event that it is determined that sound walls are needed for the project which exceed 6-feet in height, the developer shall incorporate into the design of the wall, measures that will reduce the perceived height of the wall, whenever possible. This may include techniques such as creating earthen berms and mounds near the base of the wall or using retaining walls to offset the height of the wall. This condition of approval will also be included with the conditions of approval of the vesting tentative map to ensure consistency in implementation.

22. The applicant shall design fencing along prominent north facing slopes visible from Buchanan Road in a fashion that uses open fences that avoid visual interruption. The fence design shall be shown on the in-tract landscaping plan for the subdivision and shall be subject to review and approval of the Planning Department prior to the issuance of building plot plans.

23. The required subdivision park (MM-G1) shall be conveniently accessible to pedestrians and bicyclists. This may require the installation of trail connections within the subdivision or placement of the park in a location easily accessible to residents within the subdivision. The Pedestrian/Bicycle connection(s) shall be landscaped and shall be installed prior to acceptance of subdivision improvements for each phase. Park credit for the trail and its associated improvements shall be subject to evaluation by the City Engineer.

Engineering Conditions:

24. These engineering conditions are prepared based upon the Vesting Tentative Map dated March, 2004 and date stamped March 23, 2004 and February 27, 2007 by the Planning Department. A revised project site plan submittal, to supplement Vesting Tentative Map No. 8475 shall be submitted to the Engineering Department incorporating all site plan revisions, design and grading related conditions of approval within this resolution for review and approval by City staff prior to submitting engineering design plans or final maps for review. This submittal shall also include proposed phasing plans and proposed major utility box locations for electric, telephone, or cable.

FEES AND EXACTIONS:

25. When the developer submits plans, maps, or other documents for checking, a deposit equal to one half of the estimated Plan Check fees shall be made to the

Engineering Department based upon the submitted Engineer's Estimate. The deposit shall be credited to the final fee as determined at engineering permit issuance based upon the final, approved Engineer's Estimate. The deposit shall be paid to the Engineering Department at the time of the developer's first plan submittal.

26. The developer shall pay $2,300.00 for 5-50 lots, (plus $800 for each additional plan check after the third review), $3,000.00 for 51-150 lots,(plus $1,065.00 for each additional plan check after third review), and $3,365.00 for 151-250 lots, (plus $1,330.00 for each additional plan check after third review). This fee shall be paid to the Engineering Department prior to the issuance of an Engineering Grading and /or Improvement Permit.

27. The developer shall pay remaining Plan Check fee balances based upon the approved Engineer's Estimate with the final set of improvement and/or grading plans which are submitted for signature by the Engineer. Payment for the balance of the plans review and inspection fees shall be paid at issuance of the grading permit or approval of improvement plans The current fees are:

    a. The improvement plan check fees are 3.5% of the cost of the improvements based upon the approved Engineer's Estimate. The inspection fees for improvements vary from 3.6% to 6.5% depending upon the total costs of the final approved improvements.

    b. The grading plans check and inspection fees are 5.50% of the cost for grading based upon the approved Engineer's Estimate or per the Grading Fee Table approved by City Council.

28. If additional engineering studies are deemed necessary by the City Engineer, i.e. geotechnical, structural, hydraulic, etc., or expedited reviews are requested by the developer, the developer shall pay for all costs related to the extra work. The costs may include the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the developer's engineer. These fees shall be paid by the Developer to the Engineering Department prior to contracting for outside services and prior issuance of the Engineering Permit, grading or improvement.

29. The developer shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24)(the "FRC") for water and sewer service in the amounts currently in effect plus annual adjustment, based upon Engineering News Record's Construction Cost Index (CCI) on January 1st of each subsequent year beginning in 2008. The developer agrees to pay water fees for buy-in into the water treatment plant and existing water system prior to the issuance of each respective building permit. The developer understands that the current water FRC is described in the fee schedule approved by Resolution No. 05-10291 and amended by Resolution No. 05-10372, a copy of which is available at the City. In

order to clarify the fees to apply to this project, note that line 2 (Zone III) was meant to apply to Zone III and higher facilities and will apply to Zone III and IV facilities in this subdivision. These FRC amounts will be adjusted on November 1 in future years. For reference, the increases approved through November 2008 are shown on the fee schedule established by Resolution No. 05-10291.

30. The FRC fee for sewer shall be paid to the Engineering Department prior to the issuance of a building permit by the City's Building Division.

31. The City periodically updates master plans for sewer and water facilities that establish the financial responsibility that each development planned within the City of Pittsburg has toward designing and constructing related improvements. The recent updates (Amendment 3) for water requires that any additional development in the southeastern portion of Pittsburg, in the area where this site is located, needs a pipeline from the water treatment plant and a new concrete Zone II reservoir prior to serving any new homes. While this development needs the facilities to proceed, some of the financial responsibility is the City's and some is future anticipated development. The developer may proceed by building the needed facilities and being reimbursed the City's share within one year of City acceptance of improvements. The costs to be reimbursed to the developer by future development will be effectuated under a mutually acceptable Reimbursement Agreement between the City and the developer that will be completed prior to the issuance of any engineering permits or map approvals. The City will agree, per the conditions of the Agreement, to pass on to the developer related water fees collected by the City for future development for any development that occurs within the area serviced by the Zone II reservoir and the Zone II transmission line for a period not to exceed twenty years from the date from the approval of this development's first final map. The developer will be eligible to receive a 5% management fee to construct the Zone II concrete reservoir and the 16" to 20" water line from the water treatment plant to the project site if an agreement for services to be performed is executed and the services are performed to the satisfaction of the City Engineer.

32. The developer shall pay the Contra Costa Water District Facilities Reserve Charge (PMC Chapter 13.10) (the "CCWD FRC") amount in effect when the developer obtains a building permit. A schedule of the current fees is available from the City. The developer understands that the CCWD FRC is set by the CCWD Board of Directors, and collected through ordinance or resolution by the City of Pittsburg, which then remits the fee to the CCWD. The developer understands that the FRC is based on water meter size and may increase at anytime at CCWD's discretion. Although the City does not set the CCWD FRC fee, the City of Pittsburg may impose a surcharge on the CCWD FRC to recover its administrative costs. The City recommends that the developer consult with the CCWD regarding the nature and amount of any increases in the CCWD FRC. Fees shall be paid prior to issuance of a building permit by the City's Building Division.

33. The developer shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount currently in effect. The developer understands and agrees to pay the LTMF which is $7,242.00 per unit and $1.27 per square foot for commercial uses. The developer further understands and agrees that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and agrees to pay the adjusted amount. The fees required herein are based only upon the projects included in the LTMF approved by the City Council on January 16, 2007. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg Local Transportation Mitigation Fee Program Update, copies of which are available from the City. Fees shall be paid prior to issuance of a building permit by the City's Building Division.

34. The developer shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102) (the "RTDIM") amount in effect when the developer obtains a building permit. The developer understands that the RTDIM currently on file is $16,834.00 for a single-family residence and $1.40 per square foot for commercial uses. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. The developer further understands that the City Council may, by resolution, increase the RTDIM based on updates to the adopted East Contra Costa Regional Fee and Financing Authority ("ECCRFFA") Fee Program Report, a copy of which is available from the City. Fees shall be paid prior to issuance of a building permit by the City's Building Division.

35. The developer shall pay the current In-Lieu of Parkland dedication fee to the Engineering Department prior to the City Council's acceptance of each respective Final Map. The current estimated fee to be paid is based on a valuation of $12.36 per square foot for, and will increase by an annual adjustment, based upon Engineering News Record's Construction Cost Index (CCI) on January 1st of each subsequent year beginning in 2008. The amount required is affected, per the City ordinance, by park land dedicated and park facilities constructed for this development.

36. The developer shall pay the following deposits, which are refundable at the completion of the project, and are due and payable prior to the City Council's acceptance of the Final Map.

    a. $500.00 for Final Map Mylar.

    b. $500.00 for As-Built Mylar deposit and electronic file of grading and improvement plans.

c. A Sanitary Sewer Inspection Deposit of $250.00 plus $0.85 per linear foot of sewer main.

37. The developer shall pay the City $0.05 per square foot of commercial or multi-family building and/or $25 per dwelling unit to update the City Land Information System prior to the City Council's approval of the Final Map.

38. It is the City's understanding that the project will provide drainage facilities that will not discharge storm drainage at a higher peak flow than current conditions. If, however, this project does impact the Kirker Creek downstream facilities, then the developer shall pay a fee of $0.68 per square feet for increases in the area of impervious surfaces created for the project that do impact the facilities constructed under this program. Payment, if required, shall be made prior to the City Council's acceptance of the Final Map.

39. The developer shall deliver written approval that the owner of the parcel is electing to annex the subject property into Community Facilities District 2007-1 prior to the approval of the final map. The CFD will provide funding for certain landscape and lighting costs.

40. The applicant shall deliver written approval that the owner of the parcel is electing to annex the subject property into the City-wide Lighting and Landscape District No. 88-01 prior to the approval of the final map. If future increases in this fee are implemented, corresponding reductions will be made to the fee for CFD 2007-1.

41. The applicant shall deliver written approval that the owner of the parcel is electing to annex the subject property into the Community Facilities District (CFD) 2005-1 prior to the approval of the final map. The fee will provide funding for an increase of police needed to provide coverage in the project area. The rate of the CFD fee is subject to City Council Ordinance No. 05-1246.

42. The final map will not be accepted by the City Council until after the owner has fully implemented all three districts required under these conditions.

SUBMITTALS:

43. The developer shall submit to the City of Pittsburg Engineering Department, five (5) sets of Grading and Improvement Plans, and three (3) copies of the Parcel Map, or Final Map. Engineering Plans submitted for review and comment shall include but not be limited to the following:

    a. Site Plan
    b. Signing and Striping/Traffic Plans
    c. Grading and Drainage Plan
    d. Erosion Control Plan and SWPPP

e. Utilities Plan/Improvement Plans
f. Landscaping and Irrigation Plan
g. Conceptual Joint Utility Trench Plans and Lighting Plan (Note: The City will review major utility box locations with the revised project site map and prior to preparation of joint trench plans to assure that locations proposed are acceptable early in the process)

44. The developer shall evaluate all existing storm, sewer, and water facilities for adequate capacity and provide the results to the City Engineer for review and acceptance when improvement plans are submitted for checking to identify any service or supply problems. The cost for installation of additional facilities shall be borne by the developer. All studies shall be submitted to the Engineering Department for approval prior to issuance of grading permit and/or acceptance of final map.

45. Before project acceptance, the developer shall submit a complete set of record drawings to the Engineering Department, in an acceptable electronic format, that is AutoCad compatible (including final maps, grading plans, improvement plans, landscaping, irrigation plans, etc.).

46. The developer shall submit a complete area study onsite for storm water (10 year storm design) capabilities, prior to the approval of the final map, and mitigate additional storm runoff demands anticipated under build out conditions. The study shall include a review of the impact of the site grading 10-year flood level in accordance with FEMA guidelines. If the study determines that any additional mitigation measures are required then the study and measures shall be submitted to the City Engineer for review and acceptance. The cost of any measures required shall be at the sole expense of the developer.

47. The developer shall provide the design of water lines appropriately sized and located for each unit or as required by Master Plans to the satisfaction of the City Engineer to meet the domestic and fire protection demands for the subdivision prior to issuance and Engineering Permits, or acceptance of the final maps or improvement plans by the City Council.

48. The developer shall provide sanitary sewer capacity sized and located to the satisfaction of the City Engineer to accommodate the subdivision's wastewater demand.

49. All plans, maps, and other documents for the project shall conform to all related City of Pittsburg Municipal codes as determined by the City Engineer. All EIR mitigation measures shall be implemented to the satisfaction of the City Engineer at the sole expense of the developer.

TECHNICAL CONDITIONS:

50. All site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers), and Title 15 (Buildings and Construction) of the Pittsburg Municipal Code, and City Standard Details as determined by the City Engineer.

51. The developer shall provide a funding mechanism, acceptable to the City Engineer, for maintenance of any private infrastructure such as EIR mitigation measures, roadways, open spaces, utilities, retaining walls, landscaping, and irrigation systems. If CC&R's are utilized to provide for maintenance, the developer shall submit a set of acceptable documents, for the City's review, to the Engineering Department prior to the final inspection of the first home in each phase of the subdivision. The Developer shall be responsible for creating a mechanism, to the satisfaction, of the City Engineer for enforcing the CC&R's.

52. The developer shall provide written notification, satisfactory to the City Engineer, to adjacent affected agencies and/or property owners for any drainage work required to collect or convey storm runoff affecting their properties, prior to the issuance of a grading permit.

53. Prior to any clearing or grading of the site, the developer shall submit to the Engineering Department, in a form acceptable to the City Engineer, an Erosion and Sedimentation Control Plan and a copy of the Notice of Intent to Comply with the NPDES General Permit (NOI), submitted to the State Water Resources Control Board. The Erosion Control / Storm Water Pollution Prevention Plan (SWPPP) shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site to effectively prohibit the entry of pollutants into storm water runoff. The SWPPP measures shall also include erosion control measures to prevent soil, dirt, and debris from entering the storm drain system, in accordance with the regulations outlined in the California Regional Water Quality Control, San Francisco Bay Region, Erosion and Sediment Control Field Manual.

54. The developer shall submit a design-level geotechnical report to the Engineering Department prior to the review of any civil plans and issuance of a grading permit. Due to the geotechnical complexities of the project site, the City anticipates that a consultant with specialized expertise will be contracted with, at the developer's expense, to review the submitted documents for conformance with the EIR mitigation measures, applicable codes, and good design practices.

GRADING:

55. All grading must be designed to the satisfaction of the City Engineer. The proposed plans are submitted at 100 scale and have insufficient data regarding existing and proposed grades to allow all issues to be addressed at this time. Resubmitted grading plans shall be at 1" = 40' scale to allow the evaluation of the internal grading and conforming grades to adjacent properties.

56. The developer shall conform to all requirements of the EIR mitigation measures and to all related City of Pittsburg Municipal codes regarding grading. The City is especially concerned about preventing (when possible) or minimizing all construction related impacts to adjoining homes, particularly with respect to dust, construction debris, and noise (see MM-J2). The City intends to closely monitor and require that appropriate dust control and all other available measures are utilized. Prior to the commencement of any construction activities, and periodically as determined by the City Engineer, the developer shall hold a public meeting with homeowners and residents to discuss the construction plan and schedule, provide contact information for complaints with the developer and contractor, and allow the public to ask questions. The developer will be responsible for all claims related to the construction activity involved with the project.

57. The following conditions related to grading have been identified for the 2004 map to be addressed in subsequent submittals. The developer shall design all proposed grading to the satisfaction of the City Engineer prior to issuance of a grading permit unless stipulated otherwise (this conditions may be phased if deemed appropriate by the City Engineer):

    a. A detailed grading plan shall be provided showing detailed information regarding the grading of adjacent subdivision on the east side of the Sky Ranch with the first submittal of the revised plan. There is a large grade difference between the proposed homes and the existing homes on the Antioch side. The proposed methods of conforming to existing needs to be resolved to the City Engineer's satisfaction.

    b. Provide existing topographic information 100 feet outside of the boundary of the project unless specific exception is allowed by the City Engineer.

    c. Provide plan for repairing the existing slides within the subdivision such as Lots 151 and 152 and for those slides that cross property lines such as the four that are along the southern boundary of the project. This is one of the issues that must be addressed in the design-level geotechnical report required as part of the EIR mitigation measures. These slides shall be completely repaired or provisions made, acceptable to the City Engineer, to protect existing and future improvements during and after construction of the subdivision. The City may not have condemnation rights to require the adjoining Antioch School District to allow access.

    d. Wood walls between lots will not be allowed. Provide a wall made of concrete blocks or gravity walls of concrete, stone or similar material.

    e. The grading east of Lots 202 to 209 is not consistent with the Tentative Map submitted to the City of Antioch for the adjoining subdivision. The two

projects shall be designed and constructed to be consistent with each other.

f. The developer shall design an access road, acceptable to the City Engineer, to allow routine maintenance of the detention basin during wet weather. The discharge pipe from the basin shall be shown on the revised plan. Developer shall provide calculations with the improvement plan submittal to show that the proposed system operates properly prior to issuance of grading permit.

g. Developer shall provide a mechanism, satisfactory to the City Engineer to fund the maintenance and replacement of improvements of the detention basin in perpetuity. A GHAD will be acceptable and may serve to meet this condition. Note however that establishing the GHAD will require a process, established by law, to establish the budget and the process required to accept improvements by the GHAD for long-term responsibility. If developer chooses to use a GHAD, the GHAD shall be established prior to the approval of the first final map.

h. The grading plans shall be revised where feasible to eliminate draining across lot lines unless the developer acquires specific written approval of the City Engineer. Using easements on private property has proven problematic over the long-term for maintaining these types of facilities. Lots 127 through 135 and others appear to have these issues, that are yet to be resolved.

i. Revise the design to provide maintenance vehicle access where appropriate for the maintenance of drainage in sloped areas, such as along the western boundary of the subdivision. Provide a funding mechanism acceptable to the City Engineer to assure that maintenance is properly financed in this matter.

j. The design of "K" Street cul-de-sac as submitted creates a number of engineering problems that require resolution for the drainage, sewers, and grading. The pads at the east end of the street shall be revised to minimize or eliminate access drainage, and maintenance issues related to the adjacent subdivision. The sewer main and laterals are too deep as designed at the west end of "K" street, and the drainage as designed has no provision for "overland release" of water without threatening homes. Developer shall revise the design to resolve these issues, to the satisfaction of the City Engineer, prior to the approval of the grading plans.

58. The following conditions related to drainage have been identified for the 2004 map to be addressed in subsequent submittals. Developer shall design all proposed drainage improvements to the satisfaction of the City Engineer prior to issuance of the grading permit (unless stipulated otherwise):

a. City staff will review the submitted revised site map to evaluate drainage issues. The developer will be required to correct the capacity deficiencies, to the satisfaction of the City Engineer. Approvals from other districts or agencies may be required, i.e. the City of Antioch, Army Corps of Engineers, Fish and Game, C.C.W.D., etc. and are the sole responsibility of the developer.

b. Developer shall conform to all requirements of the EIR mitigation measures especially those items identified in Section V.C Hydrology and Water Quality Impacts. An Operation and Maintenance Manual is required for all drainage facilities (Impact C13) prior to issuance of first building permit.

c. The plan shows drainage headwalls to be constructed along the project boundary without acceptable access for maintenance. The plans shall include all weather access roads (minimum 12' wide with 2' shoulders and ditch) to the headwalls and sufficient areas for maintenance work to be performed in the vicinity of the headwalls. Construction within the Contra Costa County or City of Antioch jurisdictions will require approvals of the County for work performed there.

d. The proposed drainage areas will catch sediment and store storm water on adjacent properties outside of this subdivision. Developer shall provide easements and agreements from these adjacent parcel owners to accept and store the runoff and allow access for maintenance and repair. All copies of such agreements made with adjacent property owners shall be submitted to the City Engineer prior to the issuance of the grading permit. The City would prefer, if feasible, that these basin areas be relocated within the subdivision boundaries.

e. The developer shall provide a funding mechanism for all future maintenance, repair, and replacement of the headwalls, pipes, structures, and basins (including Parcel A) to the City Engineer's satisfaction prior to approval of the first final map. This may be included in the scope of a GHAD for the project (must be fully formed prior to the approval of the first final map).

f. The design shall be revised to provide a safe release of drainage, without the water passing over private property, from sump areas to allow water to safely escape overland on public property without damaging public or private improvements when the drainage system malfunctions. This condition exists in "M" Court, "K" Street, and "A" Street. Additional areas may be found when subsequent maps are submitted.

g. The developer shall provide a bench for the concrete-j ditches that is acceptable to the City Engineer to allow maintenance equipment to clean and repair drainage facilities, which run in the yards of various properties and along project boundary. The grading of these benches shall be in conformance with City of Pittsburg Municipal Code Section 15.88. Developer shall provide a method to maintain and repair the ditches prior to approval of grading plan. The Developer understands the Cities of Pittsburg and Antioch are concerned about maintaining drainage facilities along the eastern boundary of the subdivision. Both cities would prefer that grading be designed to eliminate ditches or swales between rear yards, even if existing lots are re-graded in Antioch to put property lines at the top of a slope, and the entire slope within one lot.

h. The developer shall submit a letter from the Contra Costa Flood Control District (CCFCD) regarding the feasibility of the drainage for this project. It is anticipated that calculations may be submitted by the City for review by CCFCD at the developer's expense.

TRAFFIC:

59. The following conditions related to traffic have been identified for the 2004 map to be addressed in subsequent submittals. Developer shall design all proposed traffic related improvements to the satisfaction of the City Engineer prior to the City Council approval of the first final map or approval of grading plans (this condition may be phased if deemed acceptable to the City Engineer):

a. The developer shall construct the James Donlon Expressway as stipulated in MM-H7 and as approved by the City Engineer. The alignment and design shall match the approved January 2006 Feasibility Study and the portion already constructed in the adjacent subdivision in Antioch as approved by the City Engineer. The developer will be credited Regional Traffic Fees in an amount equivalent to the cost of the median and the two inside lanes (one in each direction). The developer is responsible for the costs of the two outside lanes, frontage improvements, traffic signals, and turning lanes for the Bypass within the project limits. If the East Contra Costa Regional Fee and Financing Authority will not grant the credit for the median and inside lanes then they will not be required as a part of this project. Developer will be reimbursed for ½ of the actual costs of grading through Local Transportation Mitigation Fee credits, to a maximum amount of $400,000 (in 2007 dollars), if ECCRFFA refuses to pay for the roadway grading costs for the Expressway. The final credit for grading shall include direct costs for staking and testing or proportional costs (based upon volume for grading, remedial grading if required, and or area for items like erosion control and clearing and grubbing), in an amount acceptable to the City Engineer. Prior to construction the developer shall enter into a Memorandum of Understanding with the City of Pittsburg to

establish how credits will be applied. Credits will be applied on Regional or Local Transportation Mitigation Fees, but not both.

b. The developer shall design and install bus pull-outs and bus shelters for Buchanan Bypass at Ventura Drive as approved by the City Engineer.

c. The developer shall design Markley Creek Drive to be used initially as an emergency access road only. The design of Markley Drive shall include provisions to open for through traffic when the Buchanan Bypass is constructed. The plans shall be designed in a fashion acceptable to the City Engineer. The developer shall provide an access gate per the CCFD's Standards. This access point shall also include a pedestrian and bicycle access connecting Sky Ranch II with the neighboring Black Diamond Ranch subdivision at Markley Drive, this connection shall be designed in a manner acceptable to both the cities of Pittsburg and Antioch.

d. Developer shall provide 6' meandering sidewalks where feasible and as approved by the City Engineer on both sides of the Buchanan Road bypass and dedicate right of ways to match those portions of the Buchanan Bypass in Antioch. It appears that a 118 feet ROW will be needed for the Buchanan Bypass (James Donlon Way) to conform to the roadway and pedestrian improvements constructed in Antioch, and allow the sidewalks to adequately meander within the ROW.

e. Developer shall provide turning lanes on Ventura Drive at the intersection of the Buchanan Bypass and Ventura Road. The configuration of the intersection requires additional revisions to conform to MM-H28. Developer understands these changes will impact lot layout and other design issues. These changes shall be addressed in the resubmitted overall site map to the satisfaction of the City Engineer.

f. Developer shall provide a phasing plan for the development (refer to item MM-H7) prior to approval of final map or engineering permits whichever occurs first. The developer shall not construct more than 353 units, prior to the opening of the Buchanan Road Bypass unless an alternative access to Buchanan Road from the Buchanan Road Bypass is provided via Standard Oil Avenue. Additionally, the City shall not issue building permits for more than 353 units, unless it is shown through professional traffic counting that the AADT on Venture Drive, between Jensen/Rangewood and Meadows Avenue, will not exceed 5,000 vpd.

g. The developer shall re-evaluate creating an access road to serve lots 16-72 from Ventura Drive along the Zone II Reservoir or from Palo Verde Drive. Developer understands this neighborhood will be greatly impacted once the remainder of the Buchanan Bypass is built, as they will not be

able to make left turns onto the Buchanan Bypass unless a signal is installed. If access is allowed from Buchanan Bypass into "M" Street, safety considerations (a traffic signal and/or additional traffic turning lanes, for example) have to be considered in the subsequent submittal of the site plan to allow safe ingress and egress to this portion of the subdivision. Specific solutions will be based upon the final design proposed by the developer. Alternative designs shall be submitted within the resubmitted site plan and approved by City Engineer prior to submittal of design plans for City review. The City prefers to revise the design to eliminate the primary access to the area from Buchanan Road.

h. Developer understands that the EVA shown across lot 37 is not acceptable as designed. Access off Buchanan Road is not the preferred location. The EVA cannot be jointly used as an EVA and access to a private lot.

i. Developer shall provide pedestrian access if feasible, as determined by the City Engineer, from "M" Street and "M" Court to allow residents to walk directly to Highlands Ranch Park. Developers shall evaluate all options that seem available within the resubmitted site plan, including constructing a roadway with sidewalks to Ventura Drive or to Palo Verde Drive to the west.

j. Pedestrian access to the new park site within the project shall be provided, as feasible, for all residents. For example, if the park is located in the area suggested by the EIR (Lots 181-190), access from homes on "D" Court and/or "D" Street shall be provided, to the City Engineer's satisfaction. Due to steep hillside conditions, ADA accessibility may not prove feasible.

k. Developer shall provide design concepts with the resubmitted site map to address impact MM-H25. These traffic calming methods shall be designed to the satisfaction of the City Engineer and be constructed prior to the issuance of a certificate of occupancy for any home.

l. Redesign the project along Ventura and "B" Street, within 300', and "D" and "M" Streets within 150' of the intersection with the Buchanan Bypass, as described in MM-H26 and MM-H27, to the satisfaction of the City Engineer. Submit the proposed changes on the site map to be submitted prior to final design plan preparation.

m. Traffic signals at the James Donlan Expressway shall be installed prior to the Expressway being opened to through traffic.

n. All sidewalks within this subdivision shall be six feet wide.

WATER IMPROVEMENTS:

60. The following conditions related to water improvements have been identified for the 2004 map to be addressed in subsequent submittals. The developer shall design all proposed water improvements to the satisfaction of the City Engineer prior to approval of the improvement plans unless stipulated otherwise (this condition may be applied with the phasing of the development as approve by the City Engineer):

    a. Developer shall submit a site map that provides size and locations of distribution mains, pump stations, and reservoirs for Zones II and IV including access roads. Developer understands that the City requires buried concrete reservoirs and complete pump stations. Pump stations in proximity to homes will be designed to inconspicuously blend into the surrounding community of homes by constructing it utilizing similar architecture, landscaping, etc. to the surrounding homes. The developer shall describe the planned phasing of the subdivision and the water facilities in particular. The design shall be consistent with the recommendations outlined in the 2000 Water Master Plan Amendment No. 3. Final design must meet the City Engineer's requirements and all applicable codes. Land acquired from the developer for the Zone II reservoir will be valued at $12.36/ sq. ft. to be increased annually on January 1st by the ENR's CCI beginning on January 1, 2008.

    b. The developer shall provide a water storage tank to service Zone III and IV, including dedication of land, to the City at a minimum pad elevation of 100 feet above the pad of the highest home proposed. Developer understands that if the tank is located on Antioch School District property south of the subdivision, the City cannot condemn the school district's property. The developer shall provide information regarding the status of acquiring the land with the submittal of the revised project site map. The developer understands that there are slides in the vicinity of the tank (See the EIR drawings) that may need remediation to assure the long-term stability of the site.

    c. The developer shall provide a water line and electrical service along the proposed new access road for the existing Zone II Reservoir. The access to the existing tank shall not be from the Buchanan Bypass.

    d. Prior to the occupancy of the first home, unless information is provided to the satisfaction of the City Engineer that existing water capacity and water pressure is available, the developer shall construct a new water transmission line as follows:

        i. a 20" line from the Water Treatment Plant down Crestview Drive approximately 5000 feet to Railroad Avenue/Kirker Pass Road;

ii. the pipe continues as a 16" main for another 1400 feet east along Buchanan Road ending near the Pump Station; and

iii. a 12" main extends from there on Buchanan Road approximately 6800 feet where it will connect to an existing 16 inch main at Ventura Road.

Refer to Section 5.2.1 of the 2000 Water Master Plan Amendment No. 3 for more details. See Fees and Exactions portion of these conditions regarding reimbursement for these improvements.

e. Developer shall provide landscaping and fencing acceptable to the City Engineer for the reservoirs prior to final acceptance of the facility by the City.

f. The water system shall be looped to the same water zone to provide reliability. Developer understands this is needed in the neighborhood north of the Bypass (Lots 1-57) and may be an issue in other areas when more details are provided later to the City for review.

g. Developer shall construct a Zone II tank (estimated at a minimum of 1.3 MG) within the subdivision at an elevation of 381 feet in a location acceptable to the City Engineer prior to the issuance of certificates of occupancy of any homes built within Zone II. The developer is financially responsible for a portion of the total costs as described in the City's Water Master Plans and Amendments (including Amendment #3). See Fees and Exactions portion of these conditions regarding reimbursements for non-developer costs.

h. Water sampling stations are required at the discretion of the Public Works Department of the City of Pittsburg.

SANITARY SEWER SYSTEM:

61. The following conditions related to the sanitary sewer system have been identified for the 2004 map to be addressed in subsequent submittals. The developer shall design all proposed sewer improvements to the satisfaction of the City Engineer prior to approval of improvement plans unless stipulated otherwise. (this condition may be applied with the phasing of the development as approve by the City Engineer):

62. Developer understands the City does not usually accept sewer pump stations within the City of Pittsburg. If no other alternative is feasible, as determined by the City Engineer, then a sewer pump station will be considered as long as funds are provided, in perpetuity, to maintain and replace the facility and noise from the pump station does not create a significant impact.

63. The City of Antioch has not agreed at this time to connect the homes in the southeastern valley area to their collection system. The developer shall provide a copy of an agreement that has been executed with the City of Antioch with regards to the sanitary sewer connection proposed in the map to the City of Antioch's collection system, at the south-eastern portion of the proposed subdivision (affects approximately 34 lots) prior to issuance of any engineering permit. The developer shall provide calculations that evaluates the sewer system within Antioch and proves that capacity exists. The City of Pittsburg will maintain all facilities within its jurisdiction. Developer shall label clearly on the plan and final map where the City of Pittsburg's responsibility ends per this agreement.

64. The developer shall provide a sanitary sewer capacity analysis of the existing system downstream of the final approved connection point or points to assure that sufficient capacity is available in the system to carry the flows from this subdivision to the treatment plant with first submittal of plans to be approved prior to issuance of an engineering permit. Developer understands if existing improvements do not have capacity downstream, new sewer mains will be required in existing streets as deemed as necessary by the City Engineer.

65. If the City approves routing a sewer main to Glen Canyon Circle and the existing line has capacity available, the connection shall be through the lot west of lot 86 of Highlands Ranch and not between existing homes on private property.

66. There are several proposed sewers that, as designed, are over 15 feet deep in proposed streets. The developer shall redesign the system to reduce the depth of sewers and laterals to a depth acceptable to the City Engineer (to a maximum of 10 to 15 feet). Two problem areas identified on the March 2004 map are at the intersection of "B" and "K" Streets and in front of Lot 65. This design criteria shall be applied to all future designs for the project.

<u>OTHER:</u>

67. Certain items in Section K, Public Health and Safety, of the EIR mitigation measures are expected to significantly impact the design of the subdivision, especially those related to impacts in K-1, -2, -4, -7, and -8 (wild land fire hazards). The changes to the design of the subdivision to mitigate for these items will be reviewed with the map re-submittal.

68. All fencing shall be subject to the review and approval of the Planning Department. Vinyl clad chain link fencing may be deemed acceptable around the detention basin or portions of the future park, which abut other open space land.

69. The developer's plans shall conform to City Standards currently under revision and scheduled for approval by the City Council on May 7, 2007. Future revisions will be utilized if health and safety related issues require it or new requirements are imposed by State or Federal agencies.

Mitigation Measures:

70. The developer shall comply with the EIR Mitigation Measures identified in this resolution. Where there is conflict between the measures identified in this resolution and the final adoption of the Mitigation Monitoring and Reporting Program by the City Council, the mitigation measures identified in the MMRP adopted by the City Council shall govern.

71. MM-A1: The developer shall develop A CTS Mitigation Plan in coordination with USFWS as part of the federal ESA Section 7 or Section 10 consultation. The CTS Mitigation Plan shall be approved by USFWS prior to site disturbance or approval of a grading permit. Habitat acquisition shall occur before initiation of grading on the project site. The CTS Mitigation Plan shall include provisions for relocation of CTS individuals from the project site, long-term conservation of the mitigation land, management activities to assure long-term protection of mitigation wetlands, and long-term maintenance of CTS breeding, refugial and dispersal habitats. During construction, the applicant/developer shall employ qualified biological monitors during all construction or excavation activities associated with the project. The monitors shall hold appropriate permits from USFWS and shall implement provisions of the CTS Mitigation Plan including CTS trap-and-relocate as-needed. Prior to and during construction, the applicant/developer shall employ a qualified biologist to deploy barriers to keep CTS that may be present in adjacent off-site areas out of developed areas of the project. The location and installation of these barriers shall be reflected on all grading and improvement plans. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

72. MM-A2: The developer shall implement the following measures related to the California tiger salamander:

    a. The developer shall construct and maintain a permanent barrier that would keep CTS, which may be present on the adjacent Thomas and AUSD-owned parcels, out of the developed area. This feature shall be reflected on the grading and improvement plans for the first final map for the subdivision.

    b. The developer shall implement low-light measures in the design of fixtures/light standards at the outer perimeter of the project site, especially

the site's southern boundary, and off-site water reservoir service road. Low light measures shall be reflected on lighting and landscaping plans for the subdivision and site development plans for the water tank. A lighting plan shall be submitted with these plans to demonstrate that this requirement has been satisfied. The lighting plan shall be subject to review and approval by the Planning Department.

c. The developer shall construct an information kiosk in the southern portion of the project site to foster resident and visitor awareness of wildlife needs. The information kiosk shall be located in the mini-park if it is constructed in the area south of "C" Court, as recommend in Chapter V.G. The information kiosk shall be shown on the improvement plans for the final map corresponding to the development of the southern portion of the project nearest the wildland-urban interface. The kiosk shall also be shown on the grading plans for this area.

d. The developer shall construct access-restricting barriers to the off-site water reservoir and service road, and other EVA roads, to minimize wildlife disturbance and road kill. The recommended CTS barriers shall be designed to prevent CTS from entering the developed area. The design of the access restricting barriers shall be acceptable to the CDFG and subject to final approval by Planning Department. Access restricting barriers shall be shown on grading and improvement plans for the construction of off site water reservoirs and other service roads within the subdivision.

e. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

73. MM-A3: The CTS Mitigation Plan as required in MM-A1 shall be implemented in order to mitigate impacts to SJKF. This will compensate for the same kind of habitat used by the SJKF. The CTS Mitigation Plan shall be approved by USFWS prior to site disturbance or approval of a grading permit. Habitat acquisition shall occur before initiation of site disturbance/grading on the project site. During Section 7, or Section 10, consultation, the developer in coordination with USFWS/CDFG shall consider mitigation parcel locations that are within the range of the SJKF or adjoin its movement corridors. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may

satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

74. MM-A5: The developer shall retain a qualified biologist to perform pre-construction surveys necessary to be certain that the species is not nesting on-site during grading and construction. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant shall provide the City with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, or site preparation of the site. If nests are detected onsite the biologist shall devise a construction plan that would allow successful nesting and the applicant shall immediately notify the Engineering Department and Planning Division and provide the City with proof of CDFG consultation(s). The City shall not authorize any activities which may result in site disturbance without CDFG approval. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

75. MM-A6: The developer shall retain a qualified biologist to perform pre-construction surveys necessary to be certain that the species is not nesting on-site during grading and construction. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant shall provide the City with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, or site preparation of the site. If nests are detected onsite the biologist shall devise a construction plan that would allow successful nesting and the applicant shall immediately notify the Engineering Department and Planning Division and provide the City with proof of CDFG consultation(s). The City shall not authorize any activities which may result in site disturbance without CDFG approval. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy

requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

76. MM-A7: The developer shall retain a qualified biologist to perform pre-construction surveys necessary to be certain that the species is not nesting on-site prior to or during grading and construction. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant shall provide the City with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, or site preparation of the site. If nests are detected onsite the biologist shall devise a construction plan that would allow successful nesting and the applicant shall immediately notify the Engineering Department and Planning Division and provide the City with proof of CDFG consultation(s). The City shall not authorize any activities which may result in site disturbance without CDFG approval. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

77. MM-A8: The developer shall prepare CC&Rs which shall include specific prohibitions to off-road travel around the site's perimeter and upland areas and prohibitions to travel on the service road. CC&Rs shall be submitted to the Engineering Department for review and approval prior to approval of the Final Map for the corresponding phase of development. The developer shall install street signs indicating such prohibitions. The design and location of the signage shall be subject to review and approval of the Engineering Department prior to approval of the improvement plans for the subdivision. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

78. MM-A9: The developer shall provide kiosk (see IMPACT A2, above) literature that includes pamphlets about prohibited activities including collecting or harassing protected species. The kiosk (see IMPACT A2, above) literature shall also include information on the designated walking trails in the area, restrictions on pets use of trails or non-designated areas off of designated trails. Kiosk

literature shall be subject to review and approval of the Planning Department prior to approval of plot plans for homes at the southern portion of the subdivision. Restrictions, if any apply, to hiking/walking on the reservoir service road shall be posted in accordance with requirements of CDFG and the City. If warranted, signs shall be installed prior to signing off on final building permit inspections. CC&Rs for this project shall include a list of invasive species of plant and shall prohibit planting of listed invasive species. CC&Rs shall be submitted to the Engineering Department for review and approval prior to approval of the first Final Map. Landscape plans shall comply with the City Landscaping Ordinance and approved plant list. Compliance with the above requirements shall be confirmed by the Planning Department prior to signing off on final building permit inspections for homes at the southern portion of the subdivision. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

79. MM-A11: Fire break maintenance shall be performed by HOA, GHAD, or individual owners generally within the project's limits and never off-site. This requirement shall be refelected in the CC&Rs for the development and shall be subject to review and approval of the Engineering Department prior to final building permit sign off for homes.

80. MM-A12: Prior to the issuance of a grading permit or site disturbance activities, the developer shall:

    a. Comply with the wetland mitigation required by USACE and RWQCB to compensate for on-site impacts to waters under federal or state jurisdiction.

    b. Provide the Engineering Department and Planning Department with a wetlands delineation approved by the U.S. Army Corps of Engineers (USACE) prior to site disturbance or approval of a grading permit.

    c. Provide the Engineering Department and Planning Department with authorization from USACE and RWQCB for project related impacts to wetlands and other waters of the U.S., or waters of the state prior to site disturbance or approval of a grading permit.

    d. Prepare, in coordination with USACE, a compensatory Wetland Mitigation Plan prior to site disturbance or approval of a grading permit.

Jurisdictional areas shall be replaced at a minimum 1:1 ratio through wetland compensation off-site, or wetland protection and creation on-site, to ensure that no net loss of acreage or functions and values to these areas occurs.

e. Apply for and obtain a Section 404 individual permit from USACE and a 1601 Streambed Alteration Agreement from CDFG prior to site disturbance or approval of a grading permit.

f. Apply for and obtain the Section 401 water quality certification, or waiver, from the San Francisco Bay Regional Water Quality Control Board prior to site disturbance or approval of a grading permit.

g. Apply for and obtain a 1601 Streambed Alteration Agreement from CDFG prior to site disturbance or approval of a grading permit.

81. MM-A15: The developer shall retain an arborist prior to grading to mark and map trees classified as mature trees under the City's prevailing regulations at the time of application for grading permit or else, in the absence of a regulation, by applying a trunk diameter standard of 12 inches or greater. A copy of the arborist's report shall be submitted to the Planning Department for review and approval prior to issuance of a building permit. This information shall be shown on the grading plan for the project. The developer shall replace an equal number of trees (as those trees to be removed with the project) in the immediate vicinity of the reservoir site, reservoir service road, and headwall areas. Tree species and siting shall be determined by the arborist. A copy of the arborist's assessment shall be submitted to the Planning Department and the species selection and planting areas shall be reflected on the landscaping plan for these areas.

82. MM-A16: The developer shall design and construct the off-site reservoir and service road so that they meet requirements of the USFWS/CDFG and do not become impediments to habitat functions used by covered species or barriers to the movement of covered species. Prior to submitting grading and improvement plans for the off-site reservoir, the developer shall provide proof of USFWS/CDFG approval of the design to the Planning Department and Engineering Department. The developer shall perform pre-construction surveys and construction monitoring in regard to development of the recommended off-site utility and service road. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant shall provide the Planning Department and Engineering Department with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, site preparation of the site. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and

comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

83. MM-B1: Before issuance of grading permits, a Seismic Analysis Update shall be prepared by a Certified Engineering Geologist retained by the developer, which presents peak horizontal ground acceleration based on current knowledge. All recommendations of ENGEO Incorporated in its geotechnical report dated February 2002 shall also be confirmed or else modified based on the Seismic Analysis Update. The City Engineer independently, or acting upon the recommendation of an independent Certified Engineering Geologist, shall review, approve, or reject for modification, the seismic Analysis Update and recommendations prior to issuance of a grading permit.

84. MM-B2:The developer shall design proposed housing in accordance with provisions of the Building Code in effect at the future time of application for Building Permits. This requirement shall be met, to the satisfaction of the Chief Building Official, prior to approval of a building permit. The project Geotechnical and Civil Engineer shall assign the appropriate "seismic design criteria" for the design of utilities including on-site and off-site water reservoirs. This requirement shall be met, to the satisfaction of the City Engineer, prior to approval of a grading permit. The project Geotechnical and Civil Engineer in cooperation with PG&E shall assign and review seismic design criteria for cut and fill slopes that encroach within the PG&E easement or near power transmission towers. The developer shall provide proof of PG&E approval of the grading plan within the PG&E easement prior to approval of a grading permit.

85. MM-B4: The developer shall implement the following measures addressing landslide and compressible soils impacts:

    a. Sub-excavate compressible colluvium and landslide deposits to bedrock, where feasible, and then backfill with engineered buttress fills, to allow for development of the proposed improvements without exposure of persons or property to avoidable risk of debris flow, compressible soils, and differential settlement.

    b. Construct sub-surface keyways and benches as shown conceptually in Figure 12, through disrupted landslide materials and shear planes into underlying competent materials.

    c. Install sub-drains, as shown conceptually in Figure 12, to drain water from engineered buttress fills.

d. Size and then construct debris benches or other intervening undeveloped spaces to provide sufficient run-out areas for unmitigated landslides located upslope of the proposed houses, roads, and other improvements.

e. Construct the surface drainage facilities as determined by the developer's Civil Engineer to collect and control storm water runoff.

Compliance with the requirements above shall be subject to review and approval of the Engineering Department prior to issuance of a grading permit.

86. MM-B5: The developer shall implement the following measures to ensure property design to prevent landslides:

a. A complete design-level final geotechnical report and associated field work shall be completed by a Certified Engineering Geologist. The analysis presented in the geotechnical report shall conform to the California Geological Survey's recommendations presented in the "Guidelines for Evaluating Seismic Hazards in California."

b. Analysis and recommendations in the geotechnical report shall be incorporated into the project's final engineering and design plans and submitted to the City Engineer for review and approval.

c. The report shall identify building techniques appropriate for minimizing seismic damage.

Compliance with the requirements above shall be subject to review and approval of the Engineering Department and Building Division prior to issuance of a grading permit.

87. MM-B6: The developer shall size the width of the debris bench upslope of proposed Lots 95-106 to provide sufficient run-out area to protect Lots 95-106. The developer shall perform additional test pits and/or bores, as recommended in its reports, to enable the actual design dimensions and depth of bedrock east of previous Test Pits TP-37 and TP-38. Additional cross-sections for the area beneath and upslope of Lots 95-106 shall be prepared and submitted with the Grading Plan. The developer shall prepare and submit additional cross-sections (e.g., see Draft EIR, Chapter V.B, Geology & Seismicity, section line E-E' in Figure 11) to address the debris volume and run-out area for the mapped landslides beneath and upslope of the eastern headwalls, Lots 181-183, and Lots 188-190. These additional cross sections shall be submitted with the grading plans. Compliance with this condition shall be subject to review and approval of the Engineering Department prior to issuance of a grading permit.

88. MM-B7: The developer shall prepare and submit a Slope Management Plan to the City Engineer for review and approval prior to the approval of the first Final Map. The Slope Management Plan shall address the following issues:

a. The Slope Management Plan shall identify the kinds of hazards found on the site and areas subject to continuing monitoring, maintenance, repair or supplementation, including areas in private and public ownership.

b. Improvements (e.g., structures, roads, and storm water collection and systems) shall be designed to divert excessive storm water runoff water from on-site slopes and avoid excessive irrigation water on on-site slopes.

c. The Slope Management Plan shall include provisions for periodic inspection and long-term maintenance, episodic repair, and as-needed supplementation of the identified re-graded slopes, repaired landslides, debris benches, v-ditches and storm water diversion headwalls and pipelines.

d. The Slope Management Plan shall identify its purpose, implementing entity, and funding mechanism, which may be a Hazard Abatement District, Homeowners Association (HOA), or another mechanism approved by the City.

e. The Slope Management Plan shall be developed by a Registered Geotechnical Engineer or Certified Engineering Geologist, who shall be responsible for identification re-graded slopes, built structures, or other built or natural features essential for the long-term stability of the fills and cuts.

f. The Program shall include provisions for maintenance and timely remediation of any identified problems within the purview of the Plan, which shall be implemented and funded through the responsible entities.

The Slope Management Plan shall be consistent with the Natural Grassland Element (see Chapters V. D and V.G, pp. V-180 and V-234 & -235). The Natural Grassland Element shall designate where 1) introduced species landscaped areas will be allowed and 2) where natural grassland areas are to be maintained. The undeveloped slopes in the southern portion of the project site, generally above 390 feet msl, will be designated for maintenance as natural grassland in the Natural Grassland Element. Both the Slope Management Plan and Natural Grassland Element shall be incorporated into the Codes, Covenants & Restrictions (CC&Rs) and shall be subject to review and approval of the Engineering Department prior to issuance of the first Final Map. Deed restrictions, easements, or other appropriate legal instruments shall be placed on all re-graded slopes to allow monitoring, maintenance, and remedial activities, and to require the property owners to maintain appropriate landscaping and

irrigation procedures. These legal instruments shall be implemented prior to the acceptance of the first Final Map.

89. MM-B9: The developer shall complete removal of landslide or colluvial deposits within the limits of the project site during remedial grading, unless subsequent supplemental exploration is performed and demonstrates that partial removal would be effective. Building plot plans shall not be issued until compliance with this measure has been verified by the Engineering Department. Final detailed geotechnical design documents shall be subject to review and approval of the City or independent Certified Engineering Geologist retained by the City, the cost of whose services shall be reimbursed by the Project Proponent. Geotechnical design documents shall be subject to review and approval of the Engineering Department prior to issuance of a grading permit. Engineering solutions that shall be included in the final geotechnical report shall include the following:

    a. Complete removal (over-excavation) of the landslide deposits, colluvium and unengineered fill material, or else settlement estimates, engineering measures, and/or structural siting guidelines for lots on which underlying compressible materials are left in-place.

    b. Slope stabilization measures for potentially unstable landforms that are located upslope of proposed building pads (cross section 'D-D').

    c. Calculations of upslope debris volumes and engineering backup for placement and size of debris benches for unrepaired off-site landslides (see Figures 9 or 11 of the DEIR)

    d. Cost-benefit analysis for re-construction of off-site unstable slope areas.

    e. Structural siting guidelines for lots located downslope from slopes that could remain unstable (avoidance).

90. MM-B11: Building foundations and other improvements (including sidewalks, roads, and utilities) in locations underlain by expansive soils and/or non-engineered fill shall be designed for expansive soil conditions. Design-level geotechnical work (for example, as required by Mitigation Measures for IMPACTS B5 and B6) shall include provisions to ensure that potential damage related to expansive soils and non-uniformly compacted fill are corrected. If warranted by the geotechnical engineer recommendations, the potential effects of expansive soil conditions shall be mitigated by removal of high Plasticity Index (PI) soils and replacement with lower PI soils, and also by designing and constructing improvements to withstand the forces exerted during the expected shrink-swell cycles and settlements. On lots, driveways and streets having both cut and fill, or cut without fill, foundation subgrades and road/driveway subgrades shall be prepared by undercutting and backfilling with a suitable depth of select base material. Undercutting shall extend outward a suitable distance from the

road, driveway or foundation foot print. All mitigation measures, design criteria, performance standards and specifications set forth in the geotechnical and soils report shall be implemented with the grading plans and site grading for the project. The geotechnical and soils report shall be subject to review and approval of the Engineering Department prior to the issuance of a grading permit.

91. MM-B12: The applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to be submitted to the City for review and approval prior to issuance of a grading permit. The following measures shall be addressed and incorporated into the SWPPP as necessary to decrease erosion and sedimentation:

    a. Grading activities shall be performed generally in the "dry season" (April 15 - October 15) except as otherwise permitted by the grading permit.

    b. Interim controls, such as water bars, mulching of exposed slopes, installation of temporary culverts, rock slope protection, sediment traps, silt fences and/or straw wattles consistent with the Association of Bay Area Governments Manual of Standards for Erosion and Sedimentation Control Measures or the San Francisco Bay Region Regional Water Quality Control Board Erosion and Sediment Control Field Manual shall be implemented.

    c. Before grading is concluded, a positive gradient away from the slopes must be established to carry the runoff away from the slopes to areas where erosion and sedimentation can be controlled.

92. MM-C2:The developer shall provide all necessary documentation as required by CCWD for its application for inclusion of the project site in the CVP. The developer shall provide the Engineering Department a copy of a "Will Serve" letter from CCWD for the project prior to the issuance of a grading permit.

93. MM-C3: The developer shall include provisions for direct access for maintenance equipment and permanent easements to enable access to drainage structures including headwalls, catchment basins, and outfalls. These access easements shall be reflected on corresponding final maps for applicable phases of the development. Also see mitigation measure for MM-C4.

94. MM-C4: Developer shall include the following features in the design of drainage infrastructure for the project:

    a. Headwalls shall not be designed or constructed to act as detention basins.

    b. Headwall areas shall be graded, restored, and then maintained in a manner as to provide natural filtration of the area around each headwall.

c. Headwalls and the outfall shall be designed with appropriate settlement, filtration and energy dissipation features. If deemed appropriate by the City Engineer, a trash rack at the headwall shall be installed to prevent trash and larger debris from entering the pipelines.

d. If deemed appropriate by the City Engineer, the developer shall install 1) dissipaters and plantings at the headwalls and outfall to minimize erosion and provide natural filtration and settling; 2) gabion dissipaters at the outfall to reduce velocity and minimize erosion; 3) Rip rap or gravel beds at the three proposed headwalls along the southern boundary of the project site to reduce flow velocity and allow settling, and; 4) A vegetated buffer area upslope of the headwall to assist filtration and settling.

e. A perpetual funding source, to the satisfaction of the City Engineer, shall be established for maintenance of the proposed on-site detention basin, headwalls and outfalls.

f. The developer shall provide the Engineering Department with proof of infrastructure design approval of the Contra Costa County Flood Control and Water Conservation District (CCCFCWCD) for infrastructure impacting CCCFCWCD.

The above requirements shall be reflected on improvement plans and shall be subject to review and approval of the Engineering Department prior to the approval of improvement plans.

95. MM-C6: The developer shall provide for or ensure compliance with the following measures:

a. A SWPPP prepared in accordance with the City's grading ordinance that addresses specific grading activities on the project site, construction of headwalls, outfalls and dissipaters, and restoration of native grass cover on graded slopes.

b. Implementation of BMPs for erosion control as set forth in the SWPPP, including but not limited to application of soil stabilizers such as hydro-seeding, netting, erosion control mats, and rock slope protection.

c. Grading shall be performed generally in the "dry season" except as grading in the rainy season (October 15 – April 15) may be allowed in the SWPPP and Grading Permit subject to the approval of the Engineering Department.

d. Prior to re-establishment of vegetative cover, the developer shall use such temporary measures as fiber rolls along slopes, and silt fences at the boundaries of the construction site adjoining drainageways, as necessary.

e. To prevent tracking of mud onto adjacent roads and airborne dust, developer shall construct temporary areas of aggregate "mats" over bare soil to create stable areas for off-road vehicles and construction employee vehicles.

f. Construction entrances and exits shall be equipped with water and temporary collection of rinse water for tire rinsing to remove mud as needed.

The above requirements shall be actively complied with during construction. Lack of compliance with these requirements will result in a "stop work" order by Engineering Department field/project inspectors.

96. MM-C8: The developer shall submit to the City Engineering Department final detention basin design detail with 14-acre feet of storage (assuming 3:1 graded slopes, and 250-foot msl maximum surface water elevation) and the final HEC-1 hydrological routing calculations for the 100-year, 12-hour, 6-hour, and 3-hour storms. Design of the detention basin shall be subject to review and approval of the Engineering Department prior to the issuance of a grading permit.

97. MM-C11: It is the City's understanding that the project will provide drainage facilities that will not discharge storm drainage at a higher peak flow than current conditions. If, however, this project does impact the Kirker Creek downstream facilities, then the developer shall pay a fee of $0.68 per square feet for increases in the area of impervious surfaces created for the project that do impact the facilities constructed under this program. Payment, if required, shall be made prior to the City Council's acceptance of the Final Map.

98. MM-C12: The developer shall prepare a Spill Prevention and Contingency Plan (SPCP) which shall be submitted to the City at the time of application for a Grading Permit. The SPCP shall be subject to review and approval of the Engineering Department prior to the issuance of a grading permit. The developer shall agree to (and the SPCP shall address):

a. Implement BMPs and provisions for emergency notification procedures and response contingencies, spill clean up kits, secure storage of hazardous materials, designated sanitary waste bins.

b. Use commercial equipment refueling on the project site and further agrees not to store diesel fuel or gasoline on-site.

c. Notify contractors and provide copies of the SWPPP and SPCP for all contractors.

d. Provide guidelines for contractor handling of waste paints, waste adhesives, and other hazardous materials. Such materials generally shall not be stored on the project site, or if stored, said storage shall be inside secure, covered storage structure and limited to compatible materials. Storage of hazardous materials above exempt quantities requires permit and Hazardous Materials Business Plan from Contra Costa County Department of Environmental Health.

99. MM-C13: The developer shall implement the following measures to ensure long term operations and maintenance of on-site drainage systems:

a. A perpetual funding source for periodic maintenance of the proposed detention basin, headwalls, and outfalls shall be created through agreement between the developer and City of Pittsburg.

b. An Operation and Maintenance Manual for periodic monitoring and maintenance of the detention basin, headwalls, open channel and outfalls. The manual should be written clearly so it could function as a complete guide for any commercial or public works maintenance entity.

c. BMPs and public awareness measures to limit or reduce such potential pollution and prevent some from entering the drainage system.

d. Before construction of the detention basin, headwalls, and outfalls, the funding source (for long-term monitoring, implementation of BMPs and public awareness programs, and maintenance of passive treatment BMPs) shall be established, subject to the review and approval of the City Engineer. The developer shall submit the O&M Manual to the City Engineer for review and approval prior to approval of grading plans for the detention basin.

100. MM-D1: The developer shall modify the roof color-palette to substitute natural, terrain-neutral color and restrict terra cotta or clay roof tiles on certain lots including proposed Lots 126-136, 206, 268, 300-309, 344-346, and all other lots generally above 350 feet msl. Also, the palette for proposed lots north of the Buchanan Bypass should be consistent with Highlands Ranch. Require Codes, Covenants & Restrictions that prohibit or limit roofing color changes by future owners. The developer shall modify the stucco and exterior trim color-palette to substitute more saturated terrain-neutral exterior colors and restrict white or light reflective exterior colors on certain lots. The palette for proposed lots north of the Buchanan Bypass should be consistent with Highlands Ranch. Require Codes, Covenants & Restrictions that prohibit or limit stucco or exterior paint color changes by future owners. These modifications shall be subject to review and approval of the Planning Department prior to approval of a building permit.

101. MM-D2: The developer shall prepare a design supplement, herein called a "Natural Grassland Element," to illustrate 1) where landscaped areas will be allowed and 2) where natural grassland areas are to be maintained as shown, for example, on Page V-175, Figure 19 of the DEIR. The developer shall Incorporate the requirements of the "Natural Grassland Element" into the Codes, Covenants & Restrictions (CC&Rs) that prohibit introduced species on designated graded slopes and other designated as natural grassland areas. Codes, Covenants & Restrictions shall control the following:

a. landscaping of slopes on specific lots (such as, for example, Lots 127-137, Lots 307, 308 and 379-381, and other undeveloped slopes in the southern portion of the project site generally above 390 feet msl) to achieve a sense of connection with the adjoining open grassy hills and ravines. The CC&Rs shall prohibit the planting of species such as ivy, ice plant, shrubs and trees on the slopes on these specific lots.

b. fences on the slopes on specific lots (such as, for example, Lots 127-137 and Lots 307, 308 and 379-381) to maintain an open look of continuous, uninterrupted grassy contours. To maintain an open quality, solid fences on the slopes on these specific lots shall be prohibited; transparent, open fences are acceptable in lieu of solid fence designs. Chain link fencing shall not be an option for an open fence.

The above requirements shall be subject to the review and approval of the Planning Department and shall be implemented prior to approval of building plot plans.

102. MM-D3: Rear elevations of proposed houses on Lots 128-132 shall incorporate reduced window area to assure consistency of proposed window area on rear elevations with the design objective of avoiding a new source of substantial glare. This requirement shall be reflected on the building plans and subject to review and approval of the Planning Department prior to issuance of a building permit.

103. MM-D4: The developer shall use full cutoff street luminaires to direct light downward for outdoor fixtures on streets, homes and public open spaces. "Full cutoff" luminaire means a luminaire that allows no direct light emissions above a horizontal plane through the luminaire's lowest light-emitting part. The developer shall prepare a plan which shows the proposed height, location, and intensity of street lights on-site. The plan shall comply with minimum standards for roadway lighting, and shall be reviewed and approved by the Planning Department prior to the approval of lighting plans and architectural drawings for homes. Light fixture design requirements identified in MM-E1 shall comply with the above requirements. Codes, Covenants & Restrictions (CC&Rs) shall restrict the use of flood lighting and landscape lighting on the slopes and yards of specific lots (such as, for example, Lots 127-137 and Lots 307, 308 and 379-381) to avoid

light "trespass" or "spill" and excessive illumination levels and shall prohibit continuous all-night exterior lighting throughout the project.

104. MM-E2: Additional pedestrian connections shall be implemented as specified in condition 17 of this resolution.

105. MM-G1:The developer shall design, construct and pay for an on-site mini-park with swings and other play apparatus, and tennis courts within the subdivision. The site shall be in the location or vicinity of Lots 181-190 or as otherwise approved by the City Engineer. The design of the park shall be subject to review and approval of the Engineering Department and shall be subject to final approval by the Recreation Commission prior to the approval of a final map for the corresponding phase of development. Park improvements shall be completed prior to the acceptance of subdivision improvements for the development phase.

106. MM-G2: The developer shall pay an in lieu park fee, or dedicate park land, or perform a combination of both, equivalent to 5.89 acres (1.42 acres per 100 dwelling units) as required by the City Engineer. In the event that open space is dedicated under one of the alternatives to the proposed project, such dedication of open space shall not be counted as park land dedication. In Lieu park fees shall be paid prior to the recordation of the first final map. The developer shall protect right-of-way across the entire 110-foot width of the combined PG&E and Kinder Morgan Energy Partners easements, for future development of an east-west trail connection with Black Diamond Mines Regional Preserve (BDMRP). Protection of the trail right-of-way may be counted in the future as part of the developer's park land dedication requirement, subject to the City Engineer, only at that time when trail improvements are made, and only for that portion of the right-of-way on which trail improvements are actually made.

107. MM-G3: The developer shall implement the following measures prior to site disturbance to minimize biological impacts resulting from the construction of the new park or trails:

    a. Perform compensatory mitigation measures as described in Chapter V.A, Biology & Wetlands of the EIR.

    b. Construct appropriate permanent barriers around all on-site park areas, to prevent movement of terrestrial wildlife across these areas.

    c. Retain a qualified biologist to perform appropriate pre-construction or nesting surveys before constructing on-site park or trail improvements.

    Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer

elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

108. MM-G4: Off site construction activities shall limit hours of construction to avoid nighttime construction through residential neighborhoods. The developer shall use trench cover plates to maintain open lanes of travel on Buchanan Road during the peak commute hours and implement dust control and street cleaning measures to control fugitive dust.

109. MM-G5: Prior to starting construction on the water reservoir needed for the project, the developer shall retain a qualified biologist to perform appropriate pre-construction or nesting surveys and perform compensatory mitigation measures, as needed and described in Chapter V.A, Biology & Wetlands. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

110. MM-G6: Prior to starting construction on the off site water reservoir and service road improvements needed for the project, the developer shall retain a qualified biologist to perform appropriate pre-construction or nesting surveys. The developer shall perform compensatory mitigation measures, as described in Chapter V.A, Biology & Wetlands, for additional acreage estimated in the amount of 2.5 acres, or three times the acreage used for the reservoir and service road, whichever is less. The developer shall comply with these requirements prior to the issuance of a grading permit or site disturbance associated with construction of the reservoir. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

111. MM-G7: The developer shall provide sanitary connections on Lots 162-204 to connect to a lateral that has gravity flow to the collection system in Black Diamond Ranch. In the event the City Engineer determines a gravity flow

collection system is infeasible, noise generated from sewer lift stations shall not exceed 65 dB CNEL at the property line of the lift station. This design shall be subject to review and approval of the Engineering Department prior to the approval of improvement plans and the first final map.

112. MM-G8: The developer shall implement the following measure to mitigate for biological impacts resulting from construction of the detention basin:

    a. Perform compensatory mitigation measures as described in Chapter V.A, Biology & Wetlands.

    b. Construct appropriate permanent barriers around all on-site park areas, to prevent movement of terrestrial wildlife across these areas.

    c. Retain a qualified biologist to perform appropriate pre-construction or nesting surveys before constructing on-site park or trail improvements.

    Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

113. MM-G12: The developer shall construct or pay for the off-site improvements described in Chapter V.I, Community Noise.

114. MM-G13: The developer shall provide a copy of a "Will Serve" letter from CCWA for the project prior to the issuance of the first building permit.

115. MM-G14: The developer shall implement the following water conservation measures:

    a. Provide hot-water-pipe insulation and installation of a hot-water-recirculation device or other device or design to provide hot water to tap within 15 seconds, install 1.6 gallons-per-flush, ultra-low-flow toilets, and install water-saving showerheads using 2.5 gallons per minute or less. These features shall be shown on the building plans prior to issuance of a building permit.

    b. Prepare a design supplement, herein called a "Natural Grassland Element," to illustrate 1) where landscaped areas will be allowed and 2) where natural grassland areas are to be maintained. Incorporate a Natural Grassland Element into the Codes, Covenants & Restrictions

(CC&Rs) that prohibit introduced species on designated graded slopes and other designated as natural grassland areas (also see MM-E1#4). The Natural Grassland Element shall be subject to review and approval of the Planning Department prior to approval of in-tract landscaping plans.

c. Prepare CC&Rs to address landscape guidelines that feature water-conserving concepts and a list of drought-tolerant, low water use plants (see Draft EIR, Appendix F). CC&Rs shall be submitted to the Planning Department for review and approval before the approval of the first Final Map.

116. MM-G15: The developer shall isolate sewers under construction with sewer plugs or temporary grates left in-place until new sewers are fully cleaned and accepted by the City and shall register sewer plugs and ropes with the Engineering Department prior to construction.

117. MM-H1: The developer shall pay a fair share for modification of the eastbound California Avenue approach to provide an additional through lane and pay a fair share for provision of right-turn overlap phasing for the northbound right-turn movement. Payment shall be made prior to the issuance of the first building permit for the project.

118. MM-H2: Developer shall pay a fair share for modification of the northbound Loveridge Road approach at the ramps for provision of a separate right-turn lane. Payment shall be made prior to the issuance of the first building permit for the project.

119. MM-H3:The developer shall pay a fair share for provision of an additional southbound left-turn lane and eastbound receiving lanes on the east leg of intersection #8 (Loveridge Road/Buchanan Road) to accommodate the two left-turn lanes followed by a merge to one lane. Optionally, the developer shall pay a fair share for provision of additional through-travel lanes on Buchanan Road from Loveridge Road to Ventura Drive, for a total of two eastbound and two westbound. In implementing this mitigation measure, the City shall preserve existing bicycle lanes. Alternatively, the developer shall limit the subdivision to no more than 207 units until the opening of the Buchanan Bypass for through-traffic connection. This measure shall be implemented prior to the issuance of the first building permit for the project.

120. MM-H4: The developer shall pay a fair share towards the following improvements for Intersection #9 (Buchanan Road/Ventura Drive): the eastbound approach shall be re-striped to accommodate two through lanes from west of Ventura Avenue to east of Meadows Drive followed by a merge back to one lane. In implementing this measure, the City shall preserve the existing bicycle lanes. This striping will be permanent until the bypass is opened. This measure shall be implemented prior to the issuance of the first building permit for the project.

121. MM-H6: The developer shall pay a fair share for modification of the northbound Somersville Road approach and eastbound Buchanan Road approach for provision of an additional left-turn lane on each approach. The amount shall be determined by the City of Pittsburg in cooperation with the affected jurisdiction, the City of Antioch. Payment shall be made prior to the issuance of the first building permit for the project.

122. MM-H7: The Developer shall not construct more than 353 units, Prior to opening of the Buchanan Road Bypass, unless an alternative access to Buchanan Road from the Buchanan Road Bypass is provided via Standard Oil Avenue. If the developer constructs the future Standard Oil Avenue between Buchanan Road and the Buchanan Bypass it shall be to the standards required by the City of Antioch and as approved by the City Engineer (four lanes are expected). To discourage use of Ventura Drive, the developer shall construct a Neighborhood Diverter on Ventura Drive near the mouth of Buchanan Bypass. The design shall be approved by the City of Pittsburg. City shall not issue building permits for more than 353 units unless it is shown through professional traffic counting that the AADT on Ventura Drive, between Jensen/Rangewood and Meadows Avenue, will not exceed 5,000 vpd.

123. MM-H8: The developer shall pay up to 100 percent of the cost, or a fair share if other future projects could have a similar effect, for a Neighborhood Diverter which meets the City of Pittsburg's criteria, to discourage through traffic on Ventura Drive north of Buchanan Road. This measure shall be implemented prior to the issuance of the first building permit for the project.

124. MM-H9: The developer shall pay for modification of the northbound left-turn on the Ventura Drive approach at Buchanan Road for provision of 250 feet of stacking, appropriate deceleration length, and transitions. Payment shall be made prior to the issuance of the first building permit for the project.

125. MM-H11: The developer shall construct a suitable EVA across Lot 191 as recommended by CCCFPD. This EVA shall be accessible to emergency vehicles only and shall not be accessible to any other on road or off-road vehicular traffic. The design of the EVA access shall be subject to review and approval of the Engineering Department prior to the approval of a final map for the phase of development corresponding with the location of the EVA.

126. MM-H14: The developer shall pay a fair share for modification of the northbound Loveridge Road approach to Leland Road (Intersection #3) for provision of a separate left-turn lane. Payment shall be made prior to the issuance of the first building permit for the project.

127. MM-H15: The developer shall pay a fair share for modification of the northbound Railroad Avenue approach at Buchanan Road (Intersection #6) for provision of

two northbound right-turn lanes with overlap phasing. Payment shall be made prior to the issuance of the first building permit for the project.

128. MM-H16: The developer shall pay a fair share for provision of two travel lanes in each of the eastbound and westbound directions for Harbor Street and Buchanan Road (Intersection #7). Payment shall be made prior to the issuance of the first building permit for the project.

129. MM-H17: The developer shall pay a fair share for provision of two southbound left-turn lanes and eastbound receiving lanes on the east leg of the Loveridge Road/Buchanan Road intersection (Intersection #8) to accommodate the two left-turn lanes followed by a merge to one lane. As an alternative to this mitigation, the developer can limit the subdivision to no more than 207 units until the opening of the Buchanan Bypass. This measure shall be implemented prior to the issuance of the first building permit for the project.

130. MM-M20: The developer shall construct the Buchanan Bypass with the median in place even in the early phase before future opening of the bypass for through-traffic connection. The section of the bypass built within the project shall include provisions for U-turns west of "M" Street-"D" Street. This measure shall be implemented prior to the issuance of the first building permit for the project.

131. MM-H24: Intersection design for Kirker Pass Road/Buchanan Road Bypass (Intersection #15) as part of the bypass shall ensure that the intersection would operate with acceptable levels of service.

132. MM-H25: The developer shall construct traffic-calming features on the five block section of Ventura Drive, between Meadows Avenue and Rangewood Drive. Traffic-calming features shall be consistent with the measures listed in the City's Traffic-Calming Policy and their design shall be approved by the City Engineer. This measure shall be implemented prior to the issuance of the first building permit for the project.

133. MM-H26: The developer shall implement the following measures to minimize the impact of steep street grades within the subdivision:

    a. The developer shall not construct curb cuts for driveways along the frontage of "B" Street between the Buchanan Bypass and "J" Court/"A" Street or along Ventura Drive within 300 feet of the Buchanan Bypass. Proposed Lots 11-17 and proposed Lots 235 and 236, proposed Lots 257-262, and proposed Lot 297 may not be developed as shown on the Vesting Tentative Map, unless either 1) alternative access is provided, for example, by way of modified flag lot designs with shared driveways on "J" Court,"A" Street, or Canyon Oaks Court, or 2) "B" Street is re-designed for traffic calming.

b. The developer's redesign for purpose of recovering land area for developable lots may be considered by the Engineering Department only if redesign provides grade reduction below 14 percent, safety advantages, or other environmental benefits.

c. The developer shall pave "B" Street between the Buchanan Bypass and "J" Court/"A" Street with a scored concrete all-weather surface, with section details and scoring pattern and depth subject to the approval of the City Engineer.

d. The developer shall construct and sign all-way stops at the intersections of "B" Street with "A" Street/"J" Court and "K" Court.

e. The developer's redesign of "B" Street and Ventura Drive, and their related intersections at "K" Court, "J" Court, and the Buchanan Bypass, if one is submitted, may be considered at the discretion of the Engineering Department within the "B" Street Traffic-Calming Design Zone (see Draft EIR, Chapter V.H, Traffic & Circulation, Figure 26).

The above measures shall be reflected on the improvement plans and final map for the corresponding phase of development.

134. MM-H27: The developer shall not 1) construct any driveway curb cuts within 150 feet, or 300 feet in the case of "B" Street," from the edge of curb of the Buchanan Bypass or 2) allow any on-street parking within 150-feet of the edge of curb of the Buchanan Bypass, on "B" Street, "D" Street, "M" Street, and Ventura Drive. This would result in elimination of proposed Lots 11, 17, 18, 72, 73, 257, and 381 and review or adjustment of driveway locations for proposed Lots 12, 16, 19, 71, 74, 258, and 380. These revisions shall be subject to review and approval of the Engineering Department prior to the approval of the final map for the corresponding phase of development.

135. MM-H28: The developer shall adjust the lot lines of proposed Lots 257, 258, and 259, to accommodate provisions for the "B" Street/Buchanan Bypass intersection as stated above; and shall adjust proposed Lot 11, to accommodate additional right- of-way width for a right-turn turnout from the Buchanan Bypass into Ventura Drive. These revisions shall be subject to review and approval of the Engineering Department prior to the approval of the final map for the corresponding phase of development.

136. MM-I1: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install the following:

a. An improved side yard return segment, either a fence or wall, for the backyard at 1485 Autumnwind Court.

b. Sound-insulating windows for noise-exposed windows in the second-stories of 1457, 1473, and 1485 Autumnwind Court, to reduce the interior Ldn to 45 dBA, or below, as determined by the approved sound study.

Plans for the new windows and wall/fence shall be submitted with building permits for the new fence/wall and windows. The above requirements shall be implemented prior to City's issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.

137. MM-I2: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install the following:

a. A 6-foot tall overlapped board fence along the southern property line in the backyard of 1555 Ventura Drive.

b. Sound-insulating windows for noise-exposed windows in the 1-story, ranch-style house at 1555 Ventura Drive, to reduce the interior Ldn to 45 dBA as determined by the approved sound study.

The above requirements shall be implemented prior to City's issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.

138. MM-I3: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall retrofit windows for seven (7) houses facing Ventura Drive, between Rangewood Drive and Glen Canyon Circle or Drive, and other houses having frontages along Ventura Drive in Highlands Ranch having a line-of-sight to Ventura Drive if interior noise (Ldn) exceeds 45 dBA as determined by the approved sound study. New windows shall be installed prior to issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the

Planning Department that a good faith effort has been made to cooperate with homeowners.

139. MM-I4: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install an improved backyard return segment, either a matching masonry return wall or an improved fence as determined by the approved sound study, for sound impacts for houses at 9 Saddlehorn Court and 511, 529 and 531 Silver Saddle Drive. New windows shall be installed prior to issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.

140. MM-I5: The developer shall provide an off-site sound wall along Buchanan Road in the vicinity of the mobile home park located in Antioch (receptor location 6).

141. MM-I7: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install acoustic-rated windows or sliding glass doors on exposed first-story and second-story elevations for homes located at 1707 and 1711 Ventura Drive, and five additional houses between Rangewood Road and Glen Canyon Circle or Drive, to assure interior sound levels would be less than 45 dBA, as determined by the approved sound study. New windows shall be installed prior to issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.

142. MM-I8: The developer shall prepare Construction Specifications that will be become part of contractor documents and which could be enforced by the City of Pittsburg Building Division on an as-needed basis. The Construction Specifications will require that the Contractor perform the following tasks:

    a. Limit construction activities to the hours between 7:30 a.m. and 7:00 p.m. on weekdays, and between 9:00 a.m. and 6:00 p.m. on Saturdays and Sundays. No construction shall take place on federal holidays.

    b. Locate fixed construction equipment such as compressors and generators as far as feasibly possible from sensitive receptors (i.e., existing houses).

c. Shroud or shield all impact tools, and muffle or shield all intake and exhaust ports on power construction equipment.

These specifications shall be reflected on the grading plan and building plan submittals and shall be subject to review and approval of the Planning Department prior to the issuance of grading or building permits.

143. MM-I10: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall construct/install the following:

a. A sound wall to attenuate sound to acceptable levels as determined by the approved sound study for homes located at sensitive receptor locations 7, 8 and 9A as presented in Impact I10 of the DEIR. The wall design shall be subject to review and approval of the Planning Department prior to the approval of improvement plans for the corresponding phase of development in the vicinity of sensitive receptor locations 7, 8, and 9A.

b. Acoustic-rated windows, sliding glass doors or entryway doors, adequate to provide an interior noise level of 45 dBA or lower for lots 18, 29-37, 72, 234-237, 256, 259-262, and 297. Sound transmission control ratings for windows shall be referenced on the building plans for these homes and shall comply with the recommendations of the approved sound study.

144. MM-I12: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall:

a. Re-design proposed Lots 257 and 258 for location farther south from the proposed Buchanan Bypass and to extend a return wall segment south along "B" Street or as directed by the approved acoustic study. The position of the wall shall not interfere with the driver line-of-sight toward the west along the bypass. This redesigned lots and extended wall shall be reflected on the final map and improvement plans for the corresponding phase of development.

b. Install windows, sliding glass doors or entryway doors upgraded with acoustic-ratings adequate to provide an interior Ldn of 45 dBA, or lower, for the first- and second-stories of houses on Lots 257 and 258. Sound transmission control ratings for windows shall be referenced on the

building plans for these homes and shall comply with the recommendations of the approved sound study.

145. MM-I14: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall:

    a. Install a 6-foot tall sound wall or fence of overlapping boards and acoustic-rated windows at noise-exposed second stories generally at Lots 127-138 in Black Diamond Ranch.

    b. The developer shall submit plans demonstrating compliance with this condition satisfactory to the Planning Department prior to submitting plans to the City of Antioch for building permit approval. A copy of the approved plans by the City of Antioch shall be submitted to the Planning Department prior to the issuance of a building permit for the project.

    These requirements may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners for the implementation of these measures.

146. MM-J1: The developer shall install natural gas-fired aesthetic fireplaces. Wood-burning in EPA-certified Phase II fireplace inserts, other EPA-certified Phase II appliances, or EPA-exempt pelletized-wood stoves shall be prohibited. Natural gas fireplaces shall be noted on building plan submittals for homes.

147. MM-J2: The developer shall implement the following measures to reduce dust during construction and grading:

    a. Perform active grading operations with watering at least 3 times per day including watering of any unpaved roads.

    b. Limit off-road speeds to 15 mph on the project site.

    c. Pave roads before deliveries of concrete or other construction materials are made to the lots.-Hydroseed or apply (non-toxic) soil stabilizer to inactive construction areas (previously graded areas inactive for ten days or more) or apply water daily.

    d. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (soil, sand, cement, or aggregate materials.)

    e. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.

f. Replant suitable grassland vegetation in disturbed areas as soon as feasible.

Failure to comply with this measure shall result in a "stop work" order on grading activities.

148. MM-J3: The developer shall implement the following measures if grading is located within 500 feet of existing residences:

a. Perform grading operations with more frequent watering than three time daily watering, including watering on demand to keep surface soil moist or crusted at all times.

b. Install and operate a temporary wind vane and anemometer during the grading. Developer shall suspend grading operations if adverse winds over 25 mph are blowing dust to any occupied residence.

c. Provide perimeter dust monitoring for grading operations within 500 feet of an occupied dwelling. Monitoring reports shall be prepared and submitted daily to the City's Engineering Department.

Failure to comply with this measure shall result in a "stop work" order on grading activities.

149. MM-J4: Developer shall ensure that particle filters are properly installed and maintained on diesel earthmoving equipment including excavators, earthmovers, and compactors. A copy of invoices documenting that all equipment has been properly installed and maintained shall be made available to the City upon request. Failure to comply with this condition shall result in a "stop work" order on grading activities.

150. MM-J5: The developer shall comply with State of California Code of Regulations, Title 17, Section 93105, is an Asbestos Air Toxic Control Measures (ATCMs) to minimize or avoid naturally-occurring asbestos in grading dust. When applying for a general exemption from the ATCM via a geologic exemption, the developer shall contact the BAAQMD prior to submitting an exemption application. Proof of this correspondence with the BAAQMD shall be submitted to the Planning Department prior to the issuance of a grading permit.

151. MM-J6: The developer shall implement the following measures to reduce ROG (Reactive Organic Gasses):

a. Design and construct garages with electrical hookups for recharging electric-powered or hybrid vehicles. These hookups shall be noted on the building plans for the new homes.

b. The developer shall require and employ architectural coatings with reduced-VOC (5 percent reduction in emission of ROG from painting). This specification shall be noted on building plans for new homes. Supplementary documentation to verify compliance shall be submitted to the Planning Department upon request.

c. The developer shall include as mandatory provisions of the CC&Rs restrictions to reduce on-site handling of gasoline.

d. The developer shall encourage homebuyers to use push-reel or electric-powered lawn mowers through dissemination of air/water pollution information pamphlets. This information shall be included with the brochure for water efficient landscaping techniques required by PMC §18.84.320. CC&Rs shall prohibit on-site refueling of vehicles or storage of gasoline in excess of 1-gallon.

152. MM-K1: The developer shall comply with the following measures to reduce exposure risk of residents and homes on "D" Street, "D" Court, and "C" Court to wildland fire risk on the Urban Wildland Interface:

a. Include emergency service provisions on the recommended Zone III/IV reservoir service road. Such provisions shall include suitable driving surface, grade and turnaround for fire engines and hydrants. This feature shall be subject to review and approval of the Engineering Department prior to the approval of the improvement plans for the corresponding phase of development.

b. Provide access to open space at the site's perimeter. To accommodate this access the developer shall provide additional EVAs at locations to be selected by the Contra Costa County Fire Protection District and City Engineering. One EVA acceptable location is Lot 191 connecting to Markley Creek Drive in Black Diamond Ranch. These features shall be subject to review and approval of the Engineering Department prior to the approval of the improvement plans for the corresponding phase of development.

c. Disclose the Natural Hazard Disclosure (Fire) Map to home buyers, along with public information including PRC 4291 and/or landscape, defensible space, and fuel break requirements equivalent in content. This information shall be made available to homebuyers at sales trailer(s) and shall be made available upon request of the Planning Department. The

Planning Department shall not sign off on additional building plot plans if it determines that this measure is not being complied with.

153. MM-K2: The developer shall avoid siting the smallest-sized lots along the Urban Wildland Interface (UWI) or provide a buffer setback between the lots and the (UWI). The developer shall re-design "C" Court as a single-loaded street with Lots 176-180 along its north side and tennis courts, picnic area, or a tot park on its south side. These modifications shall be subject to review and approval of the Planning Department prior to approval of final maps along the UWI.

154. MM-K3: The developer shall construct all residences with residential fire sprinklers. Installation shall be as per NFPA #13D with the addition of sprinklers in the attics, garages, bathrooms, and closets. A four (4) head hydraulic calculation shall be used. All roofs shall be constructed with Class A rated roof assemblies. These features shall be shown on the building plans for homes.

155. MM-K4: The developer shall avoid new development within 100 horizontal feet from the PG&E easement centerline. Lots shall be adjusted to reflect this requirement and shall be subject to review and approval of the Engineering Department prior to the approval of final maps for the corresponding phase of development.

156. MM-K5: Building pad elevations shall be a minimum of 30 vertical feet from the ground to the existing PG&E transmission lines. Lots 76, 304-306, and 228-233 shall be graded to have a minimum 30 foot vertical clearance form the ground to existing PG&E transmission lines. The developer shall modify pad elevations to meet this requirement and provide exhibits, acceptable by the Planning Department, demonstrating compliance with this measure. This measure shall be subject to review and approval of the Planning Department prior to approval of a final map for the corresponding phase of development.

157. MM-K6: The developer shall provided vehicle access to the easternmost power transmission corridor from "B" Street and avoid cross-fencing of the easement to permit unimpeded service access at all times. This modification to the map shall be subject to review and approval of the Planning Department prior to approval of a final map for the corresponding phase of development.

158. MM-K7: The developer shall modify lot lines of proposed Lot 77 and proposed Lots 228-233, 236, 260, 305-306, 309, 342-343, and 378, to avoid cross-fencing of the petroleum pipeline easement and preserve unimpaired physical and visual access. These modifications to the map shall be subject to review and approval of the Planning Department prior to approval of a final map for the corresponding phase of development. The developer shall identify a relocation site for the relocated Zone II water reservoir near the end of "A" Court, in such a manner as to preserve physical and visual access to the petroleum product pipeline. The final location shall be subject to the review and approval of the City Engineer and

shall occur as required with water infrastructure needs for the project identified in the City's Water Master Plan.

159. MM-K8: The developer shall preserve the PG&E and Kinder Morgan Energy Partners easements outside of private lots. Infrastructure that overlaps the easements, such as the detention basin, water reservoir, "B" Street and "D" Street, common or parking areas, or a future trail, may be acceptable within the easement provided such infrastructure does not impair physical and visual access to the pipeline. Adjustments to the easement line shall be subject to review and approval of the Engineering Department prior to approval of a final map for the corresponding phase of development. The developer shall provide suitable disclosures of the presence of the petroleum product pipeline to future buyers of lots within a specified distance of the pipeline, including all lots located downslope of the pipeline and additional lots to be determined by City staff. This disclosure shall be made available at the home sales trailer(s) and included with all informational brochure packets for homes. The Planning Department shall not sign off on additional building plot plans if it determines that this measure is not being complied with.

160. MM-L1: The developer shall implement the following measures should archaeological or cultural resources are discovered during grading:

    a. Upon discovery of cultural resources, the grading contractor shall halt grading within a radius of 50 feet of the find and will call the Planning Department, a qualified archaeologist and the Native American Heritage Commission (or local California Indian). The developer shall provide the Planning Department with proof of correspondence with a qualified archaeologist and the Native American Heritage Commission (or local California Indian). Grading shall not continue until notice is given by the Planning Department to proceed.

    b. The developer shall notify the Planning Department and Native American heritage Commission within 24 hours if any potentially significant cultural materials are encountered by the archaeologist.

    c. Following examination of the find, the archaeologist will examine the find and make appropriate recommendations regarding the significance of the find and the appropriate mitigation. Recommendations could include collection, recordation and analysis of any significant cultural materials. A Report of Findings prepared by the archaeologist, documenting any data recovered during his/her monitoring, would be submitted to the City Planning Department on a monthly basis.

161. MM-L2: In the event that human skeletal remains are encountered, the contractor shall immediately halt excavation or disturbance of the burial site or any nearby area reasonably suspected to overlie adjacent human remains and notify the

County Coroner and Director of Planning. Excavation or disturbance shall remain suspended until the investigation of the County Coroner has been completed and recommendations of the coroner have been completely implemented including the conditional procedures outlined on the following page.

163. Except as expressly stated in these conditions of approval, the applicant shall pay all existing fees applicable to this subdivision and subsequent applications and permits in the amount in effect at the time the applicable fee is due. Fees not currently in effect, will not apply to this subdivision.

Section 5. The Conditions Imposed Substantially Advance a Legitimate Governmental Interest and are Roughly Proportional to the Burdens Created by the Subdivision.

A. In the case of Dolan vs. City of Tigard (1994) 114 SCt 2309, the United States Supreme Court expanded on the findings a local agency must make when it imposes a condition on development which constitutes a taking of a possessory interest in real property. To withstand constitutional challenge, Dolan requires the agency show that the condition substantially advances a legitimate governmental interest and does not deny an owner economically viable use of his property. Additionally, the agency must demonstrate that the benefits from the condition are roughly proportional to the burdens created by the project.

B. Fees, Exactions and Off-Site Improvements. The City has a legitimate governmental interest in ensuring that school districts (PUSD), utilities districts (DDSD, CCWD) and emergency services providers (CCCFPD) receive adequate funding to ensure that their facilities and services may be expanded, improved or upgraded in accordance with demands created by new development. General Plan policies have been designed to require developers to pay the fair share costs to fund the increase in demand for services that their projects create, in order to ensure that development "pays its own way" and does not divert, to a specific project-related improvement, general revenue funds that would otherwise benefit residents citywide.

C. Dedication of Curb, Gutter, Sidewalk and Right-of-Way. The City has a legitimate governmental interest in providing safe streets of a consistent design and in compliance with Engineering Department standards. Installation of curb, gutter, and sidewalk will allow safer pedestrian and bicycle movement within the development. Design of streets and roads in accordance with Engineering Department standards also ensures safe access for maintenance of public utilities and facilities.

D. Stormwater System. The City has a legitimate governmental interest in providing an adequate storm water system to mitigate flooding conditions in a flood zone area.

E. Undergrounding Utility Lines and Boxes. The City has a legitimate governmental interest in creating aesthetically pleasing roadways, reducing fire hazards

associated with overhead utility lines, increasing neighborhood property values and maintaining unrestricted views.

1. Aesthetic Considerations: Undergrounding of utilities, including boxes and transmission lines, will reduce visual clutter within the subdivision and improve views of the City. It will also contribute to creating uninterrupted views of the southern hills from properties within the subdivision.

Section 6. The Improvements are Reasonably Necessary to Meet the Needs of the Public Arising as a Result of the Subdivision

An improvement imposed as a condition of approval of a tentative map is valid to the extent that it is not excessive. An improvement is not considered excessive if it is reasonably necessary to meet public needs arising as a result of the subdivision (Government Code section 66465.4 (a)). As an additional finding, the Planning Commission hereby finds that the improvements described in section 4, above, are reasonably necessary to meet the needs of the public arising as a result of the Sky Ranch II Residential Development, as further described above.

Section 7. Effective Date

This resolution shall take effect upon LAFCO approval of annexation of the project site to the City of Pittsburg.

On motion by Commissioner Garcia, seconded by Commissioner Harris, the foregoing resolution was passed and adopted the 8th day of May, 2007, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Diokno, Garcia, Harris, Ohlson, Thomas and Tumbaga

NOES:

ABSTAIN:

EXCUSED: Ramirez

I hereby attest the above signature and certify that the above Resolution No. 9711 was adopted by the Planning Commission of the City of Pittsburg on May 8, 2007.

Melissa Ayres

MELISSA AYRES, SECRETARY
PITTSBURG PLANNING COMMISSION

CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT
May 8, 2007

ITEM: 3 **SKY RANCH II RESIDENTIAL DEVELOPMENT. RZ-02-21, SUBD 8475, DR-02-48.**

ORIGINATED BY: Louis Parsons of Discovery Builders Inc., 4061 Port Chicago Highway, Concord, CA 94524.

SUBJECT: This a public hearing on a request for 1) the prezoning of 166.5 acres located south of the Highlands Ranch subdivision to RS (Single Family Residential) District; 2) approval of a vesting tentative map (Tract 8475) to subdivide the land and portions of Highlands Ranch (Tract 7217) into 415 single-family residential lots ranging in size from 8,000 square feet to 2.9 acres, with related infrastructure improvements; and 3) design review approval of house plans for Tract 8475. The Commission is also being requested to consider appropriate zoning for the City-owned water tank site located south of Highlands Ranch. APNs 089-050-042, -066, -067(and portions of Highlands Ranch).

RECOMMENDATION:

Staff recommends that the Commission take the following actions:

1. Adopt Resolution No. 9710 recommending the Council prezone the project site and the adjacent City water tank site to RS-6-O (Single-Family Residential District - with an overlay district establishing larger minimum lot sizes and allowing City water tanks as a permitted use in the district)
2. Adopt Resolution No. 9711 approving the Vesting Tentative Map for Sky Ranch II (Subdivision 8475), as conditioned.
3. Adopt Resolution No. 9712 approving Design Review Application No. DR-02-48, as conditioned.

BACKGROUND:

On October 2, 2006, the City Council certified the Final Environmental Impact Report (FEIR) for the Sky Ranch II Residential Development (City Council Resolution No 06-10632). The applicant is now requesting entitlements in order to develop the project according to Alternative 2 (the applicant's original proposal) of the FEIR. Entitlements necessary to build the proposed project include prezoning of the property, approval of the proposed vesting tentative map (Tract 8475), architectural approval of the house plans, and LAFCO approval to allow Pittsburg to annex the land.

The project requires Planning Commission approval of a vesting tentative map and house plans and a recommendation by the Planning Commission to the City Council on

what the property should be prezoned. The subdivision and design review approvals are contingent on the Council's final approval to prezone the property and LAFCO approval of annexation of the project site to the City of Pittsburg, Delta Diablo Sanitation District (DDSD) and Contra Costa Water District (CCWD).

Since the prezoning application was filed, the Planning Commission adopted a resolution recommending numerous amendments to the zoning ordinance, which would effectively delete any reference to the RS zoning district and replace it with an equivalent RS-6 zoning district. The Council is anticipated to approve those zoning amendments on May 21st. While not formally amending this project application, the applicant has reviewed the proposed RS-6 District development standards and is satisfied that the two are equivalent.

LAFCO will not be amenable to an annexation request that leaves an island of unincorporated land (the City water tank property) between Highlands Ranch and the Sky Ranch developments. For this reason, the Planning Commission is being requested by staff to recommend a prezoning designation on that land at the same time. Because water tanks are listed in the use classification table as "Utility, Major" and are not a permitted use in the RS-6 District as proposed to the City Council by the Planning Commission, and because a water tank may also be constructed within the proposed Sky Ranch development, staff is recommending that the Commission support a prezoning of both properties to RS-6 with a limited overlay that will allow City water tanks as a permitted use on both of these properties. Additionally, staff is requesting that the proposed overlay establish a minimum lot size within the property of 8,000, except for lots governed by an affordable housing agreement, which may be 6,000 square feet. A minimum 8,000 square foot lot standard is consistent with the proposed vesting tentative map. More discussion on this recommendation is included in the Project Description and Code Compliance sections of this report below.

PROJECT DESCRIPTION:

Existing Conditions: The project site is located just south of the City limits and the Highlands Ranch subdivision, near the southeast corner of the City. It is unincorporated territory in Contra Costa County, within Pittsburg's Sphere of Influence (SOI) and within the City Urban Limit Line (ULL). The neighborhood of the project site is residential, partially framed by residential subdivisions to the northwest, north (Highlands Ranch), and east (Black Diamond Ranch in the City of Antioch). To the west is the Thomas parcel, currently undeveloped and inside the ULL. To the northeast is an area called Meadow Lands, a future residential site in the City of Antioch.

The City's southern hills extend south beyond the project site, increasing in elevation from generally 200 to 500 feet elevation across the project site to over 800 feet in the area of Black Diamond Mines Regional Preserve to the south. The site has historically been used for cattle grazing. It has no buildings and is almost entirely annual grassland, with sparse individual trees along the site's southern boundary. The southwestern corner of the project site has very steep terrain that supports a remnant of

a chaparral shrub community. A 100 foot wide PG&E transmission corridor runs east-west through the property approximately 350 feet south of the proposed Buchanan Road Bypass through the property and it includes three towers on the property.

Proposed Pre-zoning: As noted in the Background section above, the applicant filed an application requesting that the Sky Ranch property be prezoned to RS (Single-Family Residential) District (minimum lot size 6,000 square feet), while submitting a tentative map with all lots a minimum of 8,000 square feet to address Housing Element policies supporting estate lot developments in the southern foothills. The current RS District and the Commission proposed RS-6 District under review by the Council have the same development standards. Along with the proposed prezoning request for single family residential use of the property, the Commission must consider the appropriate prezoning designation for the City owned water tank site located within the project area. Staff is recommending that both the project site and the City property be prezoned RS-6 with a limited overlay (RS-6-0) allowing water tanks as a permitted use and establishing the minimum lot size as 8,000 square feet, except for lots governed by an affordable housing agreement, which would have a 6,000 square foot minimum lot size. All other development standards of the pending RS-6 District (setbacks, lot coverage, building heights) before the Council are proposed to still apply to this development.

Subdivision: The proposed Vesting Tentative Map (VTM) would subdivide 166.5 acres into 415 single-family residential lots and create a 4.0 acre parcel for a detention basin (Parcel 'A') and a 0.65 acre parcel for a new water tank (Parcel 'B'). As proposed, the project would have a gross density of 2.46 units/acre.

Lots are varied in size, averaging 14,500 square feet with a maximum lot size of 125,520 square feet (Lot 379) and a minimum lot size of 8,000 square feet. Lots of varying sizes are interspersed throughout the project site. There are twenty flag lots proposed within the project (lots 89, 91, 92, 95, 96, 99, 100, 103, 104, 147, 148, 151, 152, 154, 160, 190, 190, 221, 222, and 301). Most lots are proposed to be padded. Many of these lots incorporate three foot high wood retaining walls and 2:1 slopes in side and portions of rear yards to transition between adjacent lots. Lots along D Street and I Street are proposed as front to back split level lots. Lots along the north side of Court D are shown to be recontoured slopes, but not padded, presumably to accommodate some upsloped custom units. The existing PG&E transmission towers are proposed to be located within Lots 343, 342, 244, 229 and the detention basin lot. As designed, the overhead transmission wires between the towers would cross multiple lots.

The submitted plans show lots (192-200 and 223-227) backing to the east and south property lines with proposed pad levels at an 8 to 45 foot grade differential with adjoining property. There is also a 38 foot grade differential shown between lots 236 and 238. No retaining walls or other information is noted on the grading plan to show how the grades would be transitioned along those common property lines. Long upsloped lots proposed along the west property line include a series of 8 foot wide benches and engineered slopes to transition home pads up to natural terrain offsite to

the west. Lots proposed south of the Buchanan Road Bypass and also east of Ventura Drive are located above the Bypass with a proposed 6 foot high masonry wall located at the top of a bench. The area between the wall and the ROW is shown to be located within individual lots. All other lots abutting the Bypass are at or below the grade of the Bypass with the proposed 6 foot high masonry wall proposed directly behind the ROW, except that no wall is proposed adjacent to the existing water tank or the proposed detention basin within this subdivision.

Access to the project site would be via Buchanan Road and Ventura Drive. Pending completion and opening of the Buchanan Road Bypass to through-traffic between Kirker Pass Road and Somersville Road, the bypass would be closed by barricades at both ends. Some eastbound project-generated traffic may use Meadows Avenue in place of Ventura Drive, thereby avoiding the segment of Ventura Drive between Buchanan Road and Meadows Avenue. Minor project-generated traffic is expected to use Jensen Drive for access to Foothill Elementary School, none of which would be PM peak hour traffic. Directly east of the project site, in the City of Antioch, is the approved Black Diamond Ranch residential subdivision. Though a segment of the Buchanan Road Bypass in Antioch (formal name James Donlon Boulevard) has been constructed within the limits of Black Diamond Ranch, the bypass segments within the proposed project and the adjoining Black Diamond Ranch subdivision would not be connected until the bypass is opened to through-traffic for its entire planned length from Kirker Pass Road to Somerville Road. Residential streets within the two subdivisions are also not shown to be connected, though both City staff and the applicant are in discussions with Antioch staff about providing limited connection opportunities between the two subdivisions at the southeast corner of the site.

Subdivision improvements—Streets, sidewalks and utilities: Roadways within the development are proposed to be public streets that generally conform to the City's adopted street standards. The streets would have 36 - 42 foot wide roadway widths, with parking and 6-foot wide sidewalks on both sides of the streets (typo on 48' R/W street section incorrectly shows 4.5 foot sidewalks) with a four foot wide PUE and additional 5 foot wide street tree maintenance easement setbacks behind the sidewalks. The project includes conventional curbs, gutters, and sidewalks, with catch basins and underground piping to collect and convey storm water to appropriate outlets.

The project includes construction of the Buchanan Road Bypass within the limits of the project site. The proposed segment of the Buchanan Road Bypass within the boundaries of the project site would ultimately be constructed as a four lane artery with a median divider. The bypass would remain closed to through-traffic at the eastern and western terminus until the entire bypass is completed west to Kirker Pass Road. In the interim, project-related traffic would use Ventura Drive through Highlands Ranch to Buchanan Road. As shown in the submitted street section, the Bypass would only have a sidewalk (6') on one side of the road.

Storm water from approximately 80 acres of the site would be conveyed to a proposed 4.03 acre detention basin to be constructed within the project site. The proposed

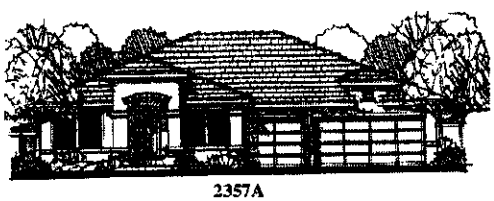
detention basin is located near the southwest corner of the main access road (Ventura Drive extension and "B" Street) and the proposed right-of-way dedication for the Buchanan Road Bypass. Storm water from other portions of the site would be conveyed east to the collection system in Black Diamond Ranch, west to an outfall at an intermittent stream, or north to the existing collection system and detention basin in Highlands Ranch.

The water tank proposed at parcel 'B' will have to be moved to a higher elevation to serve Zone 3 units and an additional water tank will need to be constructed to serve Zone 2 units. These tanks are called for in the City's Water Master Plan.

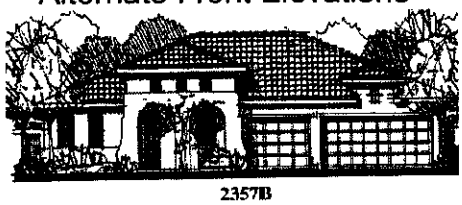
Architecture: The applicant is proposing five floor plans featuring two, single story and three, two story designs. Each proposed floor plan has three street elevation options. The mix and siting of the homes are not proposed at this time. Below is a brief description of each floor plan:

Plan 2357 - A single story design with 2,357 sq. ft. of living area and a three car garage. This plan offers four bedrooms and two bathrooms and an optional den or master bedroom "retreat".

Alternate Front Elevations



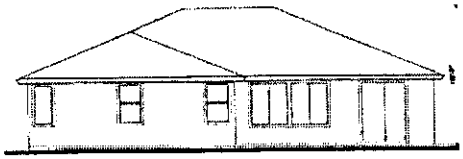
2357A



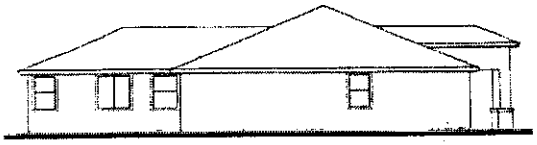
2357B

2357C

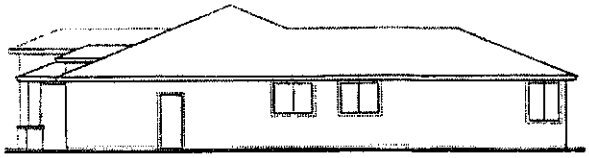
Rear Elevation



Left Elevation



Right Elevation

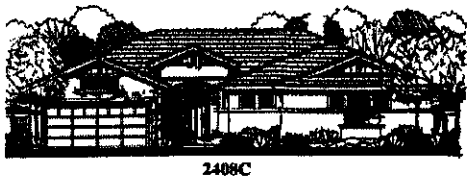


Plan 2408 - A single story design with 2,408 sq. ft. of living area and a two car garage and optional one car garage or multi-use room. This plan offers four bedrooms and two bathrooms and an optional den.

Alternate Front Elevations

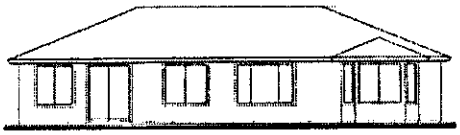
2408A

2408B



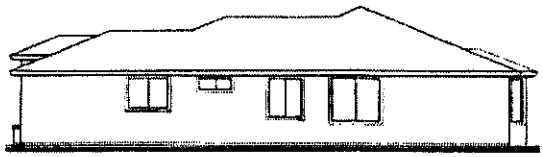
2408C

Rear Elevation



Left Elevation

Right Elevation



Plan 3013 - A two story design with 3,013 sq. ft. of living area and a three car garage. This plan offers five bedrooms and two and a half bathrooms and an optional den or 6th bedroom with a third bathroom.

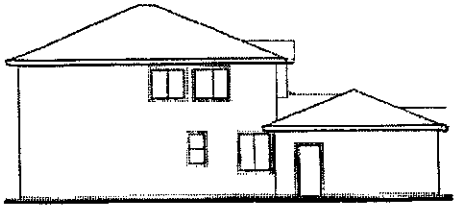
Alternate Front Elevations

3013A

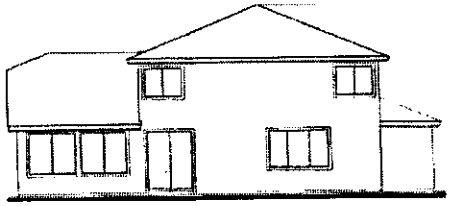
3013B

3013C

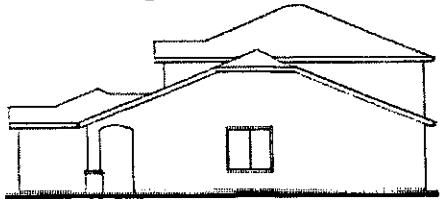
Left Elevation



Rear Elevation

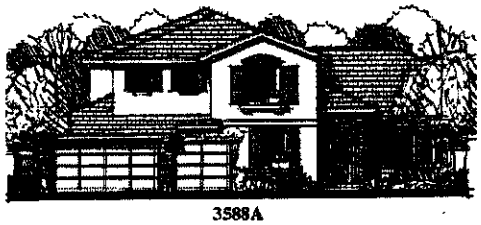


Right Elevation



Plan 3588 - A two story design with 3,588 sq. ft. of living area and a three car garage. This plan offers five bedrooms and two and a half bathrooms and an optional den or 6th bedroom with a third bathroom. It also has an option for an additional 7th and 8th bedroom with a fourth bathroom.

Alternate Front Elevations

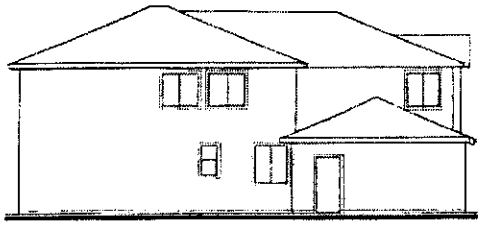


3588A

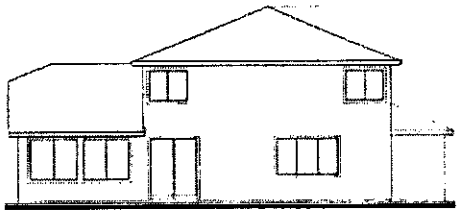
3588B

3588C

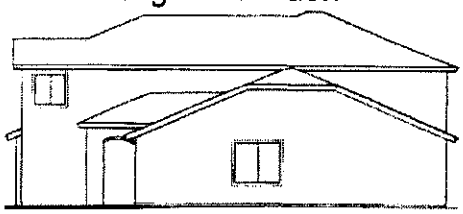
Left Elevation



Rear Elevation



Right Elevation



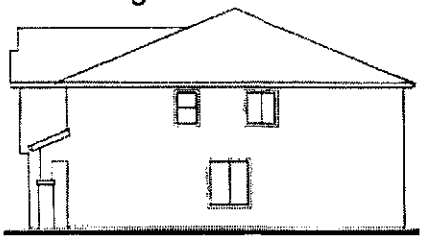
Plan 3923 - A two story design with 3,923 sq. ft. of living area and a three car garage. This plan offers five bedrooms and three bathrooms and an optional bonus room, media room and master bedroom "retreat".

Alternate Front Elevations

Left Elevation

Rear Elevation

Right Elevation



The applicant is proposing six different color schemes for the exteriors of the houses. Each color scheme consists of varied shades of white, beige, green and gray for the main body of the house. Trim and accent colors include shades of yellow, dark red, green and brown. A color palette was submitted with the application and will be presented to the Planning Commission at the meeting for review. Proposed building materials are summarized in Table 1:

Table 1:

BUILDING MATERIALS	
Roof	Composite flat roof tile or Spanish s-tile
Base Materials	Stucco
Accents	Shutters, wrought iron, window boxes, Hardiplank siding
Veneers	Stone or Brick
Windows	Vinyl frame, stucco covered foam trim
Garage Doors	Metal roll-up sectionals
Gutters	Painted galvanized sheet metal

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The proposed subdivision is located in the Buchanan Planning Sub-area and is subject to policies of the City of Pittsburg's General Plan. The General Plan land use designation on the property is *Low Density Residential*. General Plan policy 2-P-71 limits the permitted density on this property to 3 du/ac. The proposed subdivision at 2.46 du/ac is consistent with this policy.

The General Plan includes many goals and policies applicable to this project. Development of this property as proposed would assist the City in implementing many of them, including, 2-G-4 (develop at lower intensities at the City's southern edge), 2-G-5 (promote a diversity of housing types, including opportunities for hillside estate development), 2-P-72 (pursue construction of the Buchanan Road Bypass), and 13-P-1.2 (ensure the construction of larger, high end housing in the southern foothills to provide move-up housing opportunities within the community).

The project is less successful in implementing other goals and policies of the General Plan that could reasonably be applied to this development, including 4-G-3 (provide transition from urban to open space on the City's edge), 4-P-7 (ensure that design treatment of new development at the City's southern border retains a rural feel by using materials and design that promote a rural feel and encourage development at the outer edge of the City to face outwards towards the rural landscape), 8-P-2 (pursue the development of park and recreation facilities within a reasonable walking distance of all homes), 8-P-16 (encourage dedication of public parks in new residential development with more than 150 units), and 13-P-2.4 (increase homeownership opportunities for Very Low, Low and Moderate Income households).

State regulations requiring the final map/site plan to include a 100 foot wide fire suppression buffer between new development and existing grasslands off the site will necessitate changes to the final map that will bring this project into conformance with General Plan goal 4-G-3. The design review resolution attached to this report includes proposed conditions to require that a percentage of the homes be clad in lap siding rather than stucco to evoke a more rural/ranch feel to the neighborhood and guidance on using open wire fencing in open space transition areas to implement General Plan policy 4-P-7. Most of the homes within this subdivision are not within walking distance of the new Highlands Ranch Community Park. While not shown on the tentative map, the applicant has expressed a willingness to create a new public park south of the Bypass to serve the future residents within this subdivision. The attached subdivision resolution includes a condition requiring construction of a park in that location would serve this subdivision in conformance with General Plan policies 8-P-2 and 8-P-16.

The Sky Ranch II project is not subject to the requirements of the Inclusionary Housing Ordinance adopted by the City in February, 2005. However, the project is subject to the City's adopted Housing Element policies which were adopted by the City Council prior to the Sky Ranch II application being deemed complete (April 19, 2004). The actual date of approval of the current Housing Element was November 17, 2003 (City Council Resolution No. 03-9967) with final HCD certification of the Housing Element several months thereafter. Table 13.6-4 of the Housing Element (required by HCD for certification of the Housing Element) identifies the Sky Ranch property as a key housing opportunity site with a projected unit count of 415. Table 13.6-7 (also required by HCD for certification) estimates that the proposed project will result in 42 moderate income units with the remaining balance expected to be above moderate (market rate). The proposed project is consistent with the housing element projection for the number of units to be constructed on the Sky Ranch II property, but provides no moderate income housing component. Staff believes the Planning Commission therefore may condition this subdivision to assist the City in increasing homeownership opportunities for Very Low and/or Moderate income households.

Requiring an affordable housing component as a condition of project approval will also help the City implement General Plan policy 13-P-2.4 noted above. Staff does not believe the site is suitable for Low or Very Low income housing. The lots are too far from transit, shopping, schools, jobs and social services to be easily accessible and too large to maintain for persons on very limited income. Reserving 10% of the units for Moderate Income Households within this subdivision (at affordable prices) as envisioned in Housing Element Table 13.6-7 would implement General Plan policy 13-P-2.4. Given that the City's priority at this time is to also create more Very Low Income rental units, staff would recommend offering the developer an option to comply with PMC §18.86.080 (Alternatives to construction of affordable units on-site of owner projects or low-density owner projects) to reserve and rent and equivalent 5% of the units (21) to Very Low Income Households and that same units be priced at a price deemed by the City to be affordable to an appropriately sized Very Low Income Household earning 50% of Area Median Income. The attached subdivision resolution

includes a condition that would require the developer to enter into an affordable housing agreement and implement one of these two alternatives to bring this subdivision into conformance with Housing Element policies.

General Plan policy 13-P-2.6 encourages the incorporation of energy conservation design features in future residential developments to conserve resources and reduce housing costs. Program A under that policy rests the responsibility to evaluate new subdivisions for passive solar and cooling opportunities with staff and the Planning Commission, while Program D supports the use of solar hearing and other environmentally sound energy efficient methods for heating and cooling homes. No information has been provided as to whether the developer will be offering solar heating opportunities. Proposed lot sizes and orientations will provide opportunities to place garages on many north elevations, extend patio roofs on side and rear facing elevations, and plant deciduous trees in rear yards to cool south facing windows in the summer, all of which would provide passive heating and cooling benefits to future homeowners.

Zoning Ordinance: The project area is located in unincorporated territory in Contra Costa County, and is currently zoned A-2 General Agricultural District by the County. Pre-zoning the project area and the City parcel with the existing water tank on it to RS-6-O (Single Family Residential – with a limited overlay) District as described above would bring all of this land into conformance with the City's applicable *Low Density Residential* General Plan land use designation of the property at the time of annexation. The proposed single family housing product and vesting tentative map that will create 415 lots, are consistent with the proposed RS-6-O District development standards with respect to lot size and building height. As the homes have not been plotted on the lots, it can't be confirmed whether all or any of the homes can be built on every proposed lot. The proposed subdivision resolution includes a condition that requires the developer to submit a plotting plan prior to submitting the final map to ensure that approved home(s) can fit on each of the lots, in conformance with required setbacks/lot coverage requirements. This will need to be confirmed by staff, prior to acceptance of any final map. The "typical lot section" on the tentative map shows a 15 foot front yard and a 4.5 to 6 foot sidewalk. Under the proposed zoning district and adopted City street standards, a typical lot in this subdivision will be required to have a minimum 20 foot front yard and a 6 foot wide sidewalk.

Adopted Neighborhood Design Review Guidelines (DRGs): The proposed vesting tentative map and proposed home models comply with many, but not all of the applicable design guidelines. The proposed subdivision incorporates design guidelines which call for curvilinear streets (Guideline II.g), street maintenance easements (Guideline II.q), masonry walls between homes and arterial streets (Guideline I.g), siting future walls at tops of slopes (Guideline II.j), utilizing concrete tile roofs (Guideline I.c), and sectional garage doors (Guideline I.i).

The proposed subdivision and/or home designs do not comply with the adopted design guidelines that call for staggered masonry walls adjacent to public rights-of-way

(Guideline II.f), landscape setbacks adjacent to walls at least the height of the wall (Guideline II.n), 360 architecture on the homes (Guidelines I.a and I.n), utilization of at least four different garage door designs (Guideline I.j), and utilization of side on garage doors on lots over 70 feet wide (only one plan offers this option). The attached subdivision and design review resolutions include recommended conditions to help bring this project into closer conformance with these adopted guidelines.

Conformance with other adopted design guidelines related to landscaping and fencing/wall design (Guidelines I.e., I.m., and II.b.. II.c, II.d.) cannot be determined at this time as submitted plans do not include preliminary landscape plans, wall/fence design plans. The attached subdivision and design review resolutions include recommend conditions that a landscape plan and conceptual front yard landscape plan be submitted with the subdivision improvement plans prior to acceptance of a final map and that the plan shall be subject to review and approval of the Planning Department for conformance with adopted landscape fencing regulations/guidelines.

Additionally, because a plotting plan is not included with the submittal, staff cannot determine if one-story homes are proposed on the most prominent corner lots in conformance with Guideline II.h., whether driveways at three way intersections will align with streets (Guideline II.k). A scan of the tentative map indicates that compliance with the latter is possible. The attached design review resolution includes a recommendation that prominent corner lots include single story homes or homes with prominent one-story elements along corner side yard street frontages.

Required Findings: In order to recommend that the Council prezone the property to RS-6-O District as recommended by staff in the project description section above, the Commission must find that the proposed prezoning is consistent with the objectives, policies, general land uses and programs in the General Plan, that there is a community need for the prezoning, and that the prezoning will be in conformity with public convenience, general welfare, and good zoning practice (PMC Section 18.16.020).

Pursuant to Section 17.20.060 C. (Planning Commission Review and Determination) of the Pittsburg Municipal Code, the Planning Commission may approve or conditionally approve a vesting tentative map if it finds that:

1. The proposed map is consistent with the general plan and any applicable specific plan, or other applicable provisions of this code;

2. The site is physically suitable for the type of development;

3. The site is physically suitable for the proposed density of development;

4. The design of the subdivision of the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

5. The design of the subdivision or the type of improvements will not cause serious pubic health problems; and

6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

The Planning Commission may approve the proposed home designs submitted for this subdivision, if the Commission determines that:

1. The structures conform with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality.

2. The exterior design and appearance of the structures are in harmony with proposed developments on land in the general area and is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value.

Environmental: The proposed project is consistent with Alternative 2 (the applicant's original proposal) of the FEIR. As explained under "Background" above, on October 2, 2006, the City Council certified the Final Environmental Impact Report (FEIR) for the Sky Ranch II Residential Development (City Council Resolution No 06-10632). The Commission does not need to re-certify the FEIR prior to taking action on the current prezoning, vesting tentative map, and design review applications, however, prior to taking action on the vesting tentative map or design review application, the Commission must independently review and consider the information contained in the Final EIR and find that it was prepared in compliance with Public Resources Code Section 21000 et seq., and the State CEQA Guidelines Section 15000 et seq and find that all impacts associated with the project have been analyzed in the FEIR.

The FEIR (including the Draft EIR and Response to Comments) identifies mitigation measures that need to be implemented with the proposed project, in order to bring its impacts to a less than significant level. Staff has reworded these mitigation measures as formal conditions of project approval and incorporated them as recommended conditions of approval in the applicable resolutions (subdivision and design review) attached to this report.

With its review of the proposed prezoning for the project, the City Council is the final decision making body for the approval of the Sky Ranch II project under CEQA. Should it decide to approve the prezoning application, the Council must make findings pursuant to CEQA related to the mitigation measures identified for the project, including a Mitigation Monitoring and Reporting Program (MMRP), the alternatives analyzed in the EIR, and Statement of Overriding Considerations (SOC) for project impacts that cannot be mitigated to a less than significant level - these unavoidable impacts are summarized as follows:

UNAVOIDABLE IMPACTS
Permanent Noise Increase
IMPACTS I7 and I9 acknowledge the permanent noise increase outdoors in the front yards of residences located at 1707 and 1711 Ventura Drive, and five additional houses between Rangewood Road and Glen Canyon Circle or Drive. After opening of the Buchanan Road Bypass, the future cumulative sound level in these areas could increase to 66 dBA from 60 Ldn, which would exceed the General Plan's normally acceptable level of 60 Ldn.
Temporary Construction Dust and Construction Noise
IMPACT G4 acknowledges significant unavoidable construction impacts related to an upgrade of the water conveyance system needed to accommodate the project. Construction impacts related to the water transmission pipe upgrade would occur along 9,600 lineal feet of 20-inch diameter pipe from the water treatment plant (WTP) along Crestview Drive and Buchanan Road to Harbor Street, 12,400 lineal feet of 16-inch diameter pipe from Harbor Street to Suzanne Drive, and a 16-inch diameter pipe for the "Buchanan Subarea Loop II," from Buchanan Road along Suzanne Drive and Kingsly Drive to Highlands Ranch.

The EIR identifies mitigation measures that call for design modifications that are linked to the discretion of the Planning Commission.

The following mitigation measure is subject to the Commission's VTM consideration:

Impact E2: The proposed project lacks connection to Black Diamond Ranch.

Mitigation Measure E2 (MM-E2)

The City shall consider requiring additional connections by means of pedestrian paths, which the developer shall build if required.

Staff does not believe connection between the two subdivision in different cities is necessary, except for a potential emergency access and pedestrian connection in the southeast corner of the property. A condition to this effect in included in the proposed subdivision resolution.

The following mitigation measure is subject to the Commission's Design Review consideration:

Impact E1: Without retaining connected open space as common area under common ownership by a Homeowners' Association, or without using a single-loaded street design, there is relatively less opportunity for orientation of future homes toward open space. The design of the houses, proposed streets, sidewalks, lighting, and fencing will

have considerable influence over the ultimate suburban atmosphere or rural atmosphere experienced within the project.

Mitigation Measure E1 (MM-E1)

The developer shall implement the following design modifications to the extent that they are required with Design Review approval:

1. Options such as modified front elevations to de-emphasize garage doors.
2. Staggered building setbacks in the southern portion of the project site.
3. Alternative street cross sections for the southern portions of "B" Street and "D" Street and for the entire length of "B" Court, "C" Court and "D" Court. Alternative street sections may not have conventional curbs and sidewalks in favor of a more rustic design with extra tree planting width.
4. A Fencing and Natural Grassland strategy to avoid visual interruption of prominent north facing slopes visible from Buchanan Road.
5. Reduced lighting requirements for the southern area of the site along the southern portions of "B" Street and "D" Street and for the entire length of "B" Court, "C" Court and "D" Court.

Staff believes that recommendations 1, 2, and 4 above are appropriate and has incorporated them as recommended conditions of approval in the attached design review and subdivision resolutions, respectively. Staff does not believe that recommendations 3 and 5 are necessary and has not incorporated them into the draft resolutions attached to this report. Other mitigation measures in the FEIR and recommended above and in the analysis section below will already assist with creating a rural feel in this area and the City Engineer does not support rural roads (lack of curb/gutter/sidewalk) for both safety and drainage reasons. With respect to lighting, no streets in this subdivision are above 500 foot elevation that may warrant more sensitive street lighting solutions.

Public Notice: On April 27, 2007, in accordance with PMC §18.14.010, a "Notice of Public Hearing" for this application was published in the local newspaper, posted at and near the project site, at City Hall and the Pittsburg Library, and was mailed to all owners of property within 300 feet of the project site, to the applicant and to individuals who requested such notice.

ANALYSIS:

Proposed Zoning: Staff believes that the Commission can make the required findings to recommend prezoning of the properties to RS-6-O (Single Family Residential – with a limited overlay) District, which would 1) establish 8,000 square foot minimum lot sizes, except for lots to be governed by an affordable housing agreement, which lots could be a minimum of 6,000 square feet and 2) allow City water tanks/reservoirs as a permitted use in this district. As discussed in the Code Compliance section of this report, this recommended zoning classification is consistent with the general plan land use

designation, and related goals and policies, including providing opportunities for both upscale and moderate income priced housing within the subdivision.

There is a community need for the recommended prezoning designation of these properties. General Plan policy 13-P-1.1 states the City should "support annexation of vacant land that is appropriate for residential and/or mixed use developments, when adjacent to the City limits". This land is both adjacent to the City and suitable for residential development. The City will be receiving its new Regional Fair Share Housing Needs Allocation (RHNA) numbers later this year for the reporting period of 2007-2014. Most of the sites identified for housing opportunities in Figure 13-2 of the General Plan received entitlements for housing development before or during the 1999-2006 reporting period. To meet the City's RHNA numbers during the 2007-2014 reporting period for all income categories, the City will need to annex additional land suitable for Moderate and Above Moderate priced houses.

The proposed rezoning will be in conformity with the public convenience, general welfare, and good zoning practice. The recommended RS-6-O District is consistent with, and will implement the objectives of the *Low Density Residential* General Plan land use designation which is in the general welfare of the public. The proposed development is surround on two sides by existing residential development and a third side (property to the west) is located within the ULL; facilitating develop on this property will result in a logical extension of urban development within the City, which is a good zoning practice. The proposed prezoning will also facilitate the annexation of the project site into the City of Pittsburg and thereby facilitate the construction of a second leg of the Buchanan Road Bypass, an identified Future Arterial and Route of Regional Significance (7-P-12); construction of this road will reduce congestion within the City to the convenience of the Pittsburg public. Prezoning the property in order to facilitate development that will assist the City in meeting its 2007-2014 RHNA numbers is also in the public convenience and general welfare in that California in general and the Bay Area in particular has an identified housing shortage, which the addition of these units will help to alleviate.

Proposed Vesting Tentative Map: Staff believes the Commission can make the findings necessary to approve the proposed vesting tentative map if any such approval includes 1) the mitigation measures identified in the FEIR for this project related to Alternative 2, as refined by staff and incorporated as recommended conditions of tentative map approval in the attached subdivision resolution are included in any Commission approval of the proposed map, 2) adopted design review guidelines related to neighborhood design and engineering staff recommended design changes also incorporated into the recommended conditions of tentative map approval in the attached subdivision resolution are made to the VTM; and 3) Planning staff recommended conditions to bring the project into conformance with the General Plan and proposed prezoning designation as described in the code compliance section above, including requiring an affordable housing component.

Conditional approval of the tentative map to include these recommended conditions will bring the tentative map into substantial compliance with the General Plan and result in a modified site plan and grading plan that will physically support the proposed density and type of development (single family detached homes) envisioned for this site without causing public health problems or causing substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Several of these measures will require that the layout/design of the proposed subdivision be modified. Implementation of these mitigation measures will result in changes to the configuration of streets, grading plans, location of the proposed water tank, orientation and position of lots, traffic flow patterns in and out of the development, and potentially, a reduction in residential units. Other engineering design related issues that are proposed as conditions of approval for the vesting tentative map may also result in similar changes to the layout/design of the subdivision. As written in the attached resolution, these modifications would be subject to the review and approval of the Planning Department and Engineering Department for conformance with the approved conditions prior to the acceptance of any final map. If the developer and staff do not agree on how to implement the conditions of approval, staff can bring the matter to the Commission for its interpretation. Additionally, if the solutions or methods proposed to implement the proposed conditions create new or increased impacts that have not been evaluated in the FEIR prepared for this subdivision, staff will determine what additional environmental review will need to be conducted on the proposed changes and report that information to the Planning Commission and developer. Any costs associated with preparing additional environmental analysis required for any modification made to the proposed map will be the responsibility of the developer.

The existing Black Diamond Ranch subdivision to the east has an established meandering landscape setback and sound wall. Staff recommends this design be replicated along the Sky Ranch II frontage to the maintain continuity along this future major arterial street. This will require that the developer increase the right of way width along the bypass to allow for a meandering pedestrian path and to match the design and finish of the wall used for the neighboring subdivision. Staff also recognizes an opportunity to minimize the use of subdivision perimeter walls (guideline II.r) along the south side of the bypass between lots 381 and 307, and recommends that a wrought iron fence with interspersed pilasters, or other open decorative fence design be used at this location to implement this design guideline. These two recommendations are reflected as conditions of approval in the attached VTM resolution.

Design Review: Staff believes the Commission can make the findings to approve the proposed homes and neighborhood design and find them in substantial compliance with the adopted design guidelines and applicable general plan policies, if the recommended design mitigation measures from the refined mitigation and monitoring program are incorporated as conditions of project approval, and the design conditions in the code compliance section of this report and the additional design considerations noted below are addressed in the conditions of design review approval.

While the homes are large and sufficiently detailed on the front elevations, the homes do not incorporate 360 degree architecture, include sufficiently varied roof lines and nor evoke a rural feeling in the design and materials used on the homes as promoted by General Plan policies and adopted design guidelines. In order to make the required findings, staff is recommending that at least 25% of the homes be clad in horizontal siding instead of stucco (for all building elevations) and that at least 50% of the homes be required to include a substantial amount of natural materials such as stone and brick on the exterior finishes of the homes. Staff is also recommending increased and varied window trim treatments on the houses which wrap around all sides. These could include pop-out windows, second story recesses, shutters, double trims, garden boxes and iron work. To add shadow relief on the two-story homes side and rear elevations that can be seen by the public, staff is recommending that all stucco homes incorporate a horizontal band around the second floor expansion joints and that the bands on different models be varied. With these suggested revisions, which have all been incorporated into the attached design review resolution, staff believes the proposed homes can be found to be in harmony with the proposed develop of land in the southern foothills and in good taste, good design, and contribute to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality.

The proposed homes with the proposed changes will meet the housing needs for the area while providing a quality housing product complimentary to the existing residential neighborhoods in the area. The architecture and design of the homes with the proposed changes will be attractive and in harmony with the neighboring residential developments to the north and east.

As all the proposed homes are designed for flat pad grading and many of the lots within the proposed subdivision either show no padding or a split pad design, it would appear to staff that additional house plans will be necessary for those sites. The Planning Commission adopted a resolution delegating design review approval of several types of projects to staff, including review and approval of additional models added to subdivisions once the first models were approved. Any new models needed to be approved to fit on these more custom lots can be reviewed and approved by the Zoning Administer under staff delegated authority granted under that resolution.

Other: Adopted guidelines recommend that each new dwelling unit be required to be provided with complete front yard and corner-side yard landscaping and automatic irrigation system. Developers typically fulfill this requirement by planting a small amount of grass, a few shrubs near the base of the home within a sea of bark and one street tree per lot. This works well enough on the smaller infill lots that the City has primarily seen in the past, but due to the large size of these lots, staff has included a recommended condition in the attached design review resolution that will require the planting of street trees on average every 40 feet of street frontage. Such a spacing of wide canopy shade trees along streets with 20+ foot front yard setbacks and no overhead wires will help maintain a sense of balance with nature while providing filtered screening of these homes from existing homes at lower elevations to the north, and

providing shading and reduced heat gain over these new expanses of public streets and sidewalks in the southern foothills.

ACTION REQUIRED:

In order to approve the project as recommended, the Commission must:

Move to adopt Resolution No. 9710 recommending Council approval to prezone the project site and the adjacent City water tank site to RS-6 District, with a limited overlay.

Move to adopt Resolution No. 9711 approving the Vesting Tentative Map for Sky Ranch II (Subdivision 8475), as conditioned.

Move to adopt Resolution No. 9712 approving Design Review Application No. DR-02-48, as conditioned.

ATTACHMENTS:

1. Proposed Reso No. 9710 (recommending Council prezone the property RS-6-O)
2. Proposed Reso No. 9711 (approving Vesting Tentative Map 8475, subject to conditions)
3. Proposed Reso No. 9712 (approving Design Review Application No. 02-48, subject to conditions)
4. Proposed Vesting Tentative Map dated 3-16-04
5. Proposed house plans, including floor plans and elevations
6. Public Hearing Notices
7. Aerial Photograph of Property and Site Vicinity Map
8. Draft Mitigation and Monitoring Plan
9. Environmental Impact Report (Commission Only - Previously Distributed)

Prepared by: Chris Barton, Associate Planner CB
MA

ATTACHMENT 1

PROPOSED
BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Recommending that the City Council Prezone 166.5 Acres to RS-6-O (Single Family Residential District – with an Overlay District Establishing Larger Minimum Lot Sizes and Allowing City water tanks as a permitted use in the District "Sky Ranch"	)))))	Resolution No. 9710

Section 1. Background

A. On July 23, 2004, Albert Seeno III, of Discovery Builders (the "applicant") filed Rezoning Application No. RZ-02-21 requesting that City Council Prezone 166.5 acres to RS (Single-Family Residential) District as a first step toward annexation of the land into the City of Pittsburg. The project is located at the terminus of Ventura Drive, south of the Highlands Ranch subdivision; APNs 089-050-042, and -067 (and portions of Highlands Ranch).

B. In conjunction with this request, the applicant filed Subdivision Application 8475 and Design Review Application No. 02-48 "Sky Ranch Development" for the purpose of developing a 415 unit single family subdivision on the property. This land is currently outside the City limits and inside the City Urban Limit Line. The land must be annexed to the City prior to any residential development occurring on this property.

C. An environmental impact report (EIR) was prepared for this project (SCH # 2004112092). On October 2, 2006, the City Council adopted Resolution No. 06-10632 certifying that the final environmental impact report (FEIR) was prepared in accordance with CEQA and the State CEQA Guidelines. The proposed application to prezone the property to RS-6-O is consistent with Alternative 2 of the FEIR. The objectives of this alternative are to:

1. Develop a residential subdivision having approximately 415 lots consistent with the adopted General Plan Low Density Residential designation (3 du/ac); and

2. Construct the Buchanan Road Bypass as a 4-lane arterial road within the limits of the project site.

D. Since the prezoning application was filed, the Planning Commission adopted a resolution recommending numerous amendments to the zoning ordinance, which would effectively delete any reference to the RS zoning district and replace it with

an equivalent RS-6 zoning district. The Council is anticipated to approve those zoning amendments on May 21st.

E. LAFCO will not be amenable to an annexation request that leaves an island of unincorporated land (the City water tank property) between Highlands Ranch and the Sky Ranch developments. For this reason, it is important to establish a prezoning designation on the water tank site, so that both properties may be annexed into the City at the same time.

F. Because water tanks are listed in the use classification table as "Utility, Major" and are not a permitted use in the RS-6 District as proposed to the City Council by the Planning Commission, and because a water tank may also be constructed within the proposed Sky Ranch development, the establishment of an overlay zoning district on both properties is warranted that will allow City water tanks as a permitted use on both of these properties. Because City Housing Element policies call for the creation of estate sized lots with estate sized homes in this area, while also encouraging home ownership opportunities for Very Low, Low and Moderate Income Households, it would be appropriate to establish a larger minimum lot size within the overlay zone than would otherwise be required in a standard RS-6 zoning district for this property except for lots which may be governed by an affordable housing agreement, which would still be appropriate at 6,000 square foot lot size.

G. Adoption of a RS-6-O District as described in paragraph F above would facilitate future development of this property, once annexed in a manner consistent with the General Plan land use designation and related Housing Element policies, thereby furthering the City's vision for comprehensive planning in this area.

H. The proposed RS-6-O District prezoning request would enable the construction of 415 single-family units, a detention basin, and a new water tank. It will also permit an existing City owned water tank.

I. Section 18.16.020 of the Pittsburg Municipal Code (PMC) requires that: "Before the Planning Commission makes its recommendation on an application to rezone a property, it shall determine whether or not:

1. The change proposed is consistent with the objectives, policies, general land uses and programs specified in the general plan and applicable specific plan;

2. A community need is demonstrated for the change proposed;

3. Its adoption will be in conformity with public convenience, general welfare and good zoning practice.

J. On April 27, 2007, in accordance with PMC §18.14.010, a "Notice of Public Hearing" for this application was posted at and near the project site, at City Hall and the Pittsburg Library, and was mailed to all owners of property within 300 feet of the project site, to the applicant and to individuals who requested such notice.

K. On May 8, 2007, the Planning Commission held a public hearing for Rezoning Application No. RZ-02-21, at which time oral and/or written testimony was considered.

Section 2. Findings

The Planning Commission hereby finds that based on the Planning Staff Report entitled, "Sky Ranch II Residential Development. RZ-02-21, SUBD 8475, DR-02-48.", dated May 8, 2007, and related attachments, and based on all information in the Final (including Draft) EIR prepared for the project, and based on evidence collected during site visits to the project site and based on all the information contained in the Planning Department files on the project, adopted and incorporated here by reference and available for review in the Planning Department located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing that:

A. All recitals above are true and correct and are incorporated herein by reference.

B. The Final EIR for the Sky Ranch II Residential Subdivision project was prepared in compliance with Public Resources Code Section 21000 et seq., and the State CEQA Guidelines Section 15000 et seq, all impacts associated with this project have been analyzed in the EIR prepared for this project, and the Commission has independently reviewed and considered the information contained therein, prior to making its decision on this vesting tentative map request.

C. Prezoning the subject parcels to RS-6-O is consistent with the objectives, policies, general land uses and programs in the Pittsburg General Plan in that:

1. The proposed RS-6-O District is consistent with the *Low Density Residential* General Plan land use designation of the property.

2. The proposed RS-6-O District is located in the southern edge of the City and will allow the site to be developed at a lower intensity than projects located in the downtown and other areas accessible to transit and services - this will provide for a range of development intensities in the City (General Plan Goal 2-G-4 and Policy 2-P-71).

3. The proposed RS-6-O District and concurrently filed Vesting Tentative Map will allow for the development of large estate sized residences which will promote a diversity of housing types in the City (General Plan Goal 2-G-5).

4. The proposed RS-6-O District will allow the construction of the future Buchanan Road bypass through its boundaries (General Plan Policy 2-P-72).

5. The area to be prezoned can support the services needed for urban development as concluded by the EIR prepared for the project (General Plan Policy 3-P-1).

6. As concluded by the EIR prepared for the project, existing and planned roads will have adequate capacity to accommodate the project existing and proposed development (General Plan Policy 3-P-2).

7. The traffic impact analysis conducted for the EIR concludes that the project will operate at adopted Level of Service Standard Basic Routes and Routes of Regional Significance will operate at adopted Level of Service (LOS) standards. (General Plan Policy 3-P-3 and 3-P-10).

8. The residential development associated with the proposed RS-6-O will meet the City's public facilities performance standards either by design, through the implementation of mitigation measures identified in the EIR, or through the implementation of capital projects planned by the City or special districts (General Plan Policy 3-P-12).

D. A community need is demonstrated to prezone the property to the RS-6-O District:

1. To meet the City's Regional Fair Share Housing Needs Allocation (RHNA) numbers during the 2007-2014 reporting period for all income categories, the City will need to annex additional land suitable for Moderate and Above Moderate priced houses.

2. The project is generally consistent with the City of Pittsburg's General Plan goals and policies and the Land Use Map as outlined in Section 2(C) above and documented in the EIR.

3. General Plan policy 13-P-1.1 states the City should "support annexation of vacant land that is appropriate for residential and/or mixed use developments, when adjacent to the City limits". The Sky Ranch II property is both adjacent to the City and suitable for residential development.

4. The RS-6-O District would support development of higher-end, single-family homes that would diversify the City's existing affordable housing stock, provide increasing "move-up" housing options for current residents, and provide housing opportunities for new moderate and above-moderate

income level households, thereby establishing a broader tax base and income distribution among Pittsburg's residents (Housing Element policy 13-P-1.2).

5. The limited overlay associated with the base RS-6 District will allow water tanks (reservoirs) to be constructed and maintained to serve the water needs of residents.

E. Prezoning the subject properties to RS-6-O will be in conformance with the purpose of Title 18 (Zoning) and be general conformity with the public convenience, general welfare and good zoning practice for the following reasons:

1. The recommended RS-6-O District is consistent with, and will implement the objectives of the *Low Density Residential* General Plan land use designation which is in the general welfare of the public.

2. The proposed development is surround on two sides by existing residential development and a third side (property to the west) is located within the ULL; facilitating develop on this property will result in a logical extension of urban development within the City, which is a good zoning practice.

3. The proposed prezoning will facilitate its annexation and by extension it will facilitate the construction of a second leg of the Buchanan Road Bypass, through this property; because the Bypass is an identified Future Arterial and Route of Regional Significance (7-P-12), construction of this road will reduce congestion within the City to the convenience of the Pittsburg public.

4. Prezoning the property in order to facilitate development that will assist the City in meeting its 2007-2014 RHNA numbers is also in the public convenience and general welfare in that California in general and the Bay Area in particular has an identified housing shortage, which the addition of these units will help to alleviate.

5. Upon final LAFCO (Local Agency Formation Commission) approval of annexation of the site to the City of Pittsburg, the zoning will allow construction of homes, consistent with the General Plan; and provide expanded housing opportunities for the City's moderate and above-moderate income households, thereby balancing the City's housing stock and improving the resident-consumer tax base by diversifying the income levels of residents in the City.

6. Prezoning the property to RS-6-O to accommodate the proposed Sky Ranch Development, as proposed to be mitigated, will be compatible with agricultural (grazing) uses to the south and west (PMC Section

18.50.005.B.3) and existing low density residential developments to the north and east.

Section 3. Recommendation

Based on the findings and the authority set forth above, this Commission hereby recommends that the City Council:

1. Prezone the subject parcels, as identified in Exhibit "A" to this resolution, RS-6 with an Overlay District; and have that overlay district 1) establish 8,000 square foot minimum lot sizes, except for lots to be governed by an affordable housing agreement, which lots could be a minimum of 6,000 square feet in this District; and 2) allow City water tanks/reservoirs as a permitted use in this District.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner _____, seconded by Commissioner _____, the foregoing resolution was passed and adopted the 8th day of May, 2007, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES:

NAYES:

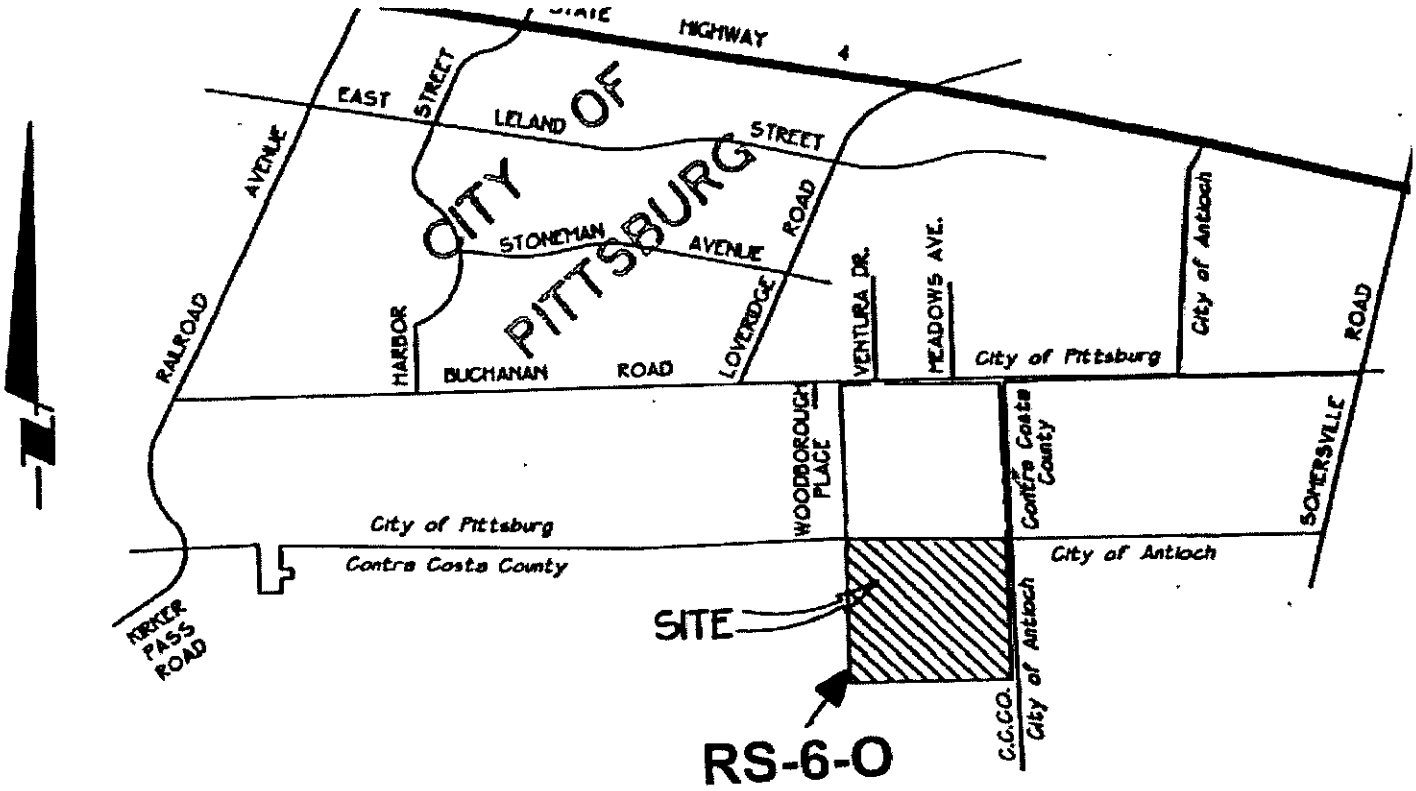
ABSTAIN:

ABSENT:

I hereby certify that the above Resolution No. 9710 was adopted by the Planning Commission of the City of Pittsburg on May 8, 2008.

_____
MELISSA AYRES, SECRETARY
PITTSBURG PLANNING COMMISSION

EXHIBIT "A"
PC Resolution No. 9710



Proposed Prezoning Exhibit
Sky Ranch II Residential Development

Prezoning: RS-6-O (Single Family Residential – with a limited overlay)

Overlay Use Allowance: City water tanks/reservoirs are a permitted use

Development Standards: All applicable RS-6 base District standards apply except as follows:

Minimum Lot Size: 8,000 square feet, except for lots to be governed by an affordable housing agreement, which shall have a 6,000 square foot minimum lot size.

ATTACHMENT 2

PROPOSED
BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving a Vesting Tentative Map to Subdivide 166.5 Acres into 415 Single-Family Residential Lots, One Detention Basin Parcel and One Water Reservoir Parcel Located at the Terminus of Ventura Drive, South of the Highlands Ranch Subdivision For "Sky Ranch II Residential Subdivision. (Tract 8475)."	)	Resolution No. 9711

The Planning Commission DOES Resolve as follows:

Section 1. Background

A. On December 20, 2002, Albert Seeno III of Discovery Builders (the "applicant") filed Vesting Tentative Map Application No. 8475, in accordance with Chapter 17.20 of the Pittsburg Municipal Code (PMC), requesting to subdivide a 1.66.5 acre site, including portions of Highlands Ranch (Tract 7217) into 415 single-family residential lots ranging in size from 8,000 square feet to 2.9 acres, with related infrastructure improvements. The project is located at the terminus of Ventura Drive, south of the Highlands Ranch subdivision; APNs 089-050-067 (and portions of Highlands Ranch).

B. In conjunction with this request, the applicant filed applications requesting to prezone the property and obtain design review approval of the homes. This land is currently outside the City limits and inside the City ULL. The property must be annexed to the City prior to any actions by this Commission taking effect on this project.

C. An environmental impact report (EIR) was prepared for this project (SCH # 2004112092). On October 2, 2006, the City Council adopted Resolution No. 06-10632 certifying that the final environmental impact report (FEIR) was prepared in accordance with CEQA and the State CEQA Guidelines. The proposed Vesting Tentative Map is consistent with Alternative 2 of the FEIR. The objectives of this alternative are to:

1. Develop a residential subdivision having approximately 415 lots consistent with the adopted General Plan Low Density Residential designation (3 du/ac); and

2. Construct the Buchanan Road Bypass as a 4-lane arterial road within the limits of the project site.

D. On May 8, 2007, the Planning Commission adopted Resolution No. 9710 recommending that the Council prezone the subject property to RS-6-O (Single Family with and Overlay) District. The proposed zoning district, if adopted, would establish development standards to guide development of this property if it is ultimately annexed into the City of Pittsburg. The proposed subdivision is consistent with the prezoning designation recommended by the Planning Commission to the Council in PC Resolution No. 9710.

E. Vesting Tentative Map and Design Review approvals for this project would be contingent on the Council's final approval to prezone the property to RS-6-O and LAFCO approval of annexation of the project site to the City of Pittsburg, Delta Diablo Sanitation District (DDSD) and Contra Costa Water District (CCWD).

F. The proposed Vesting Tentative Map (VTM) would subdivide the property to construct 415 single family homes at 2.46 residential dwelling units per gross acre. This is consistent with the General Plan land use designation of *Low Density Residential* and General Plan policy 2-P-71, which allow a maximum of 3 du/ac on this property.

G. The EIR identifies mitigation measures to reduce the proposed project's impacts to a less than significant level. Several of these measures will require that the layout/design of the proposed subdivision be modified. Implementation of these mitigation measures will result in changes to the configuration of streets, grading plans, location of the proposed water tank, orientation and position of lots, traffic flow patterns in and out of the development, and potentially, a reduction in residential units.

H. The General Plan includes many goals and policies applicable to this project. Development of this property as proposed would assist the City in implementing, General Plan goals 2-G-4 (develop at lower intensities at the City's southern edge), 2-G-5 (promote a diversity of housing types, including opportunities for hillside estate development), 2-P-72 (pursue construction of the Buchanan Road Bypass), and 13-P-1.2 (ensure the construction of larger, high end housing in the southern foothills to provide move-up housing opportunities within the community).

I. The project is less successful in implementing other goals and policies of the General Plan that could reasonably be applied to this development, including 4-G-3 (provide transition from urban to open space on the City's edge), 4-P-7 (ensure that design treatment of new development at the City's southern border retains a rural feel by using materials and design that promote a rural feel and encourage development at the outer edge of the City to face outwards towards the rural landscape), 8-P-2 (pursue the development of park and recreation facilities within a reasonable walking distance of all homes), 8-P-16 (encourage dedication of public parks in new residential development with more than 150

units), and 13-P-2.4 (increase homeownership opportunities for Very Low, Low and Moderate Income households).

J. State regulations requiring the final map/site plan to include a 100 foot wide fire suppression buffer between new development and existing grasslands off the site will necessitate changes to the final map that will bring this project into conformance with General Plan goal 4-G-3. Requiring that a percentage of the homes in this subdivision be clad in lap siding rather than stucco to evoke a more rural/ranch feel to the neighborhood and guidance on using open wire fencing in open space transition areas to implement General Plan policy 4-P-7. Most of the homes within this subdivision are not within walking distance of the new Highlands Ranch Community Park. Creation of a park within this subdivision, south of the proposed Buchanan Road Bypass would bring this project into conformance with General Plan policies 8-P-2 and 8-P-16.

K. The Sky Ranch II project is not subject to the requirements of the Inclusionary Housing Ordinance adopted by the City in February, 2005. However, the project is subject to the City's adopted Housing Element policies which were adopted by the City Council prior to the Sky Ranch II application being deemed complete (April 19, 2004). The actual date of approval of the current Housing Element was November 17, 2003 (City Council Resolution No. 03-9967) with final HCD certification of the Housing Element several months thereafter. Table 13.6-4 of the Housing Element (required by HCD for certification of the Housing Element) identifies the Sky Ranch property as a key housing opportunity site with a projected unit count of 415. Table 13.6-7 (also required by HCD for certification) estimates that the proposed project will result in 42 moderate income units with the remaining balance expected to be above moderate (market rate). The proposed project is consistent with the housing element projection for the number of units to be constructed on the Sky Ranch II property, but provides no affordable housing component. The Planning Commission, therefore, may condition this subdivision to assist the City in increasing homeownership opportunities for Very Low and/or Moderate income households.

L. Requiring an affordable housing component as a condition of project approval will also help the City implement General Plan policy 13-P-2.4 noted above. The site is not suitable for Low or Very Low income housing. The lots are too far from transit, shopping, schools, jobs and social services to be easily accessible and too large to maintain for persons on very limited income. Reserving 10% of the units within this subdivision for Moderate Income Households (at affordable prices) as envisioned in Housing Element Table 13.6-7 would implement General Plan policy 13-P-2.4. Given that the City's priority at this time is to also create more Very Low Income rental units, offering the developer an option to comply with PMC §18.86.080 (Alternatives to construction of affordable units on-site of owner projects or low-density owner projects) to reserve and rent and equivalent 5% of the units (21) to Very Low Income Households and that same units be priced at a price deemed by the City to be affordable to an appropriately sized

Very Low Income Household earning 50% of Area Median Income would assist the City in implementing Housing Element policy 13-P-2.5 (Increase the supply of rental housing available and affordable to ... Very Low Income Households..) .

M. General Plan policy 13-P-2.6 encourages the incorporation of energy conservation design features in future residential developments to conserve resources and reduce housing costs. Program A under that policy rests the responsibility to evaluate new subdivisions for passive solar and cooling opportunities with staff and the Planning Commission, while Program D supports the use of solar hearing and other environmentally sound energy efficient methods for heating and cooling homes. No information has been provided as to whether the developer will be offering solar heating opportunities. Proposed lot sizes and orientations will provide opportunities to place garages on many north elevations, extend patio roofs on side and rear facing elevations, and plant deciduous trees in rear yards to cool south facing windows in the summer, all of which would provide passive heating and cooling benefits to future homeowners.

N. The proposed vesting tentative map complies with many, but not all of the applicable subdivision design guidelines. The proposed subdivision incorporates design guidelines which call for curvilinear streets (Guideline II.g), street maintenance easements (Guideline II.q), masonry walls between homes and arterial streets (Guideline I.g), and the siting future walls at tops of slopes (Guideline II.j).

O. The proposed subdivision does not comply with the adopted design guidelines that call for staggered masonry walls adjacent to public rights-of-way (Guideline II.f), landscape setbacks adjacent to walls at least the height of the wall (Guideline II.n.

P. Conformance with other adopted design guidelines related to landscaping and fencing/wall design (Guidelines I.e., I.m., and II.b.. II.c, II.d.) cannot be determined at this time as submitted plans do not include preliminary landscape plans, wall/fence design plans.

Q. Because a plotting plan is not included with the submittal, the Commission cannot determine that one-story homes are proposed on the most prominent corner lots in conformance with Guideline II.h., or whether driveways at three way intersections will align with streets (Guideline II.k.).

R. The project includes construction of the Buchanan Road Bypass within the limits of the project site. The proposed segment of the Buchanan Road Bypass within the boundaries of the project site would ultimately be constructed as a four lane artery with a median divider. The bypass would remain closed to through-traffic at the eastern and western terminus until the entire bypass is completed west to Kirker Pass Road. In the interim, project-related traffic would use Ventura Drive through Highlands Ranch to Buchanan Road. As shown in the submitted street

section, the Bypass would only have a sidewalk (6') on one side of the road, where sidewalks on both sides of the street is preferred..

S. Roadways within the development are proposed to be public streets that generally conform to the City's adopted street standards. The streets would have 36 - 42 foot wide roadway widths, with parking and 6-foot wide sidewalks on both sides of the streets (typo on 48' R/W street section incorrectly shows 4.5 foot sidewalks) with a four foot wide PUE and additional 5 foot wide street tree maintenance easement setbacks behind the sidewalks. The project includes conventional curbs, gutters, and sidewalks, with catch basins and underground piping to collect and convey storm water to appropriate outlets.

T. Section 5.2.1 of the 2000 Water Master Plan, Amendment No. 3 identifies the need for water infrastructure improvements in order to serve the proposed development. Prior to occupying the first home in the subdivision, these infrastructure improvements must be constructed.

U. With its review of the proposed prezoning for the project, the City Council is the final decision making body for the approval of the Sky Ranch II project under CEQA. Should it decide to approve the prezoning application, the Council must make findings pursuant CEQA related to mitigation measures identified for the project, including a Mitigation Monitoring and Reporting Program (MMRP), the alternatives analyzed in the EIR, and Statement of Overriding Considerations (SOC) for project impacts that cannot be mitigated to a less than significant level.

V. The FEIR and Draft EIR identify mitigation measures that must be implemented with the project. Refining mitigation measures for clarity and incorporating them directly as conditions of project approval, will further ensure that the project is developed in a manner that will not create a significant permanent adverse environmental impact.

W. Pursuant to Section 17.20.060 C. (Planning Commission Review and Determination) of the Pittsburg Municipal Code, the Planning Commission may approve or conditionally approve a vesting tentative map if it finds that:

1. The proposed map is consistent with the general plan and any applicable specific plan, or other applicable provisions of this code;

2. The site is physically suitable for the type of development;

3. The site is physically suitable for the proposed density of development;

4. The design of the subdivision of the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

5. The design of the subdivision or the type of improvements will not cause serious pubic health problems; and

6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

X. On April 27, 2007, in accordance with PMC §18.14.010, a "Notice of Public Hearing" for this application was posted at and near the project site, at City Hall and the Pittsburg Library, and was mailed to all owners of property within 300 feet of the project site, to the applicant and to individuals who requested such notice.

Y. On May 8, 2007, the Planning Commission held a public hearing for Vesting Tentative Map Application No. 8475 (SUBD 8475), at which time oral and/or written testimony was considered.

Section 2. Authority

A. Article XI, Section 7 of the California Constitution confers on cities the authority to regulate land use within their jurisdictions under the police power and to make and enforce ordinances to protect the public health, safety and welfare. Aesthetic reasons alone justify exercise of the police power. (Metromedia, Inc. vs. City of San Diego (1980) 264 C3d 848, 164 CR 510).

B. The general plan is the single most important planning document and represents the most comprehensive statement of the city's interests and welfare. (Government Code section 65300; Citizens of Goleta Valley vs. Board of Supervisors (1990) 52 CA3d 553, 276 CR 410.) In general, all land use decisions must be consistent with the general plan. Consistency exists between a city's land use action and the general plan when a city has officially adopted such a plan, and the various land uses approved are compatible with the objectives, policies, general land uses and programs specified in the plan. (Lesher Communications, Inc. vs. City of Walnut Creek (1990) 52 C3d 531, 277 CR1.)

C. The Subdivision Map Act (Government Code section 66410, et seq.) vests in cities the power to regulate and control the design and improvement of subdivisions within their boundaries. (Government Code section 66411.) "Improvement" is broadly defined to include any specific improvement or type of improvement, the installation of which is necessary to ensure consistency with the general plan. (Government Code section 66419 (b).)

D. A city may not approve a tentative map unless it finds that the proposed subdivision, together with the provisions of its design and improvement, is consistent with the general plan. (Government Code section 66473.5.)

1. Pittsburg's General Plan includes, among its objectives, designing aesthetically pleasing roadways, providing public improvements that enhance neighborhood values, enforcing City ordinances that improve the appearance of residential neighborhoods, encouraging residential neighborhoods that are in close proximity to recreation facilities and maintaining lighting on city streets. To ensure that these goals are met, the General Plan requires:

    a. Improvements to or equitable cost-sharing for expansion of water, sewer and drainage facilities (General Plan policies 9-P-21, 11-P-7, 11-P-18). These improvements or fees are necessary to ensure that adequate facilities are available to serve new development without detriment to existing development. Public improvements including street lighting and utilities are proposed with the Sky Ranch II development.

    b. Construction of new parks, dedication of land for new parks, or payment of fees to help the City to meet its park and recreation facility standards (General Plan policies 8-P-1, 8-P-2, 8-P-11).

E. The following General Plan and Housing Element Goals and policies apply to the development associated with the proposed Vesting Tentative Map:

1. Goal 2-G-4: Provide a range of development intensities, with the highest intensities in Downtown and in areas accessible to transit and services, and lower intensities in the hillsides and at the southern edge. The project will offer estate sized lots which will help diversify the intensity of development in the City.

2. Goal 2-G-5: Promote a diversity of housing types, including opportunities for hillside estate development, as well as smaller lot, infill, and high-density housing. The project offers estate development in the southern hills.

3. Policy 2-P-72: Pursue construction of the Buchanan Road Bypass, as designated in the General Plan Diagram, providing an alternative route for commuters traveling from Kirker Pass Road to destinations east of Pittsburg. The project will facilitate the development of the bypass.

4. Policy 13-P-1.2: Ensure the construction of larger, high end housing in the southern foothills to provide move-up housing opportunities within the community. The project offers move-up housing opportunities with its estate size housing product.

5. Policy 2-P-7: During development review, consider project compatibility with existing surrounding land uses. Ensure that sensitive uses—such as residences, schools, and parks—are not subject to hazardous or unhealthy conditions. Land use compatibility occurs when a land use exists and functions without creating a nuisance, hazardous, or unhealthy condition with adjacent land uses. The EIR

prepared for the project concluded that the project will not expose residents to nuisance, hazardous, or unhealthy conditions, as mitigated.

6. Policy 2-P-70: During development review, ensure that new development maintains views of the southern hills. Views will be maintained with the implementation of the mitigation measures identified in the EIR for preserving aesthetic resources.

7. Policy 2-P-71: New residential development south of Buchanan Road should:

   a. Ensure that adequate acreage is dedicated for a neighborhood park directly adjacent to Buchanan Road;
   b. Not result in any net increase of peak -hour stormwater flow;
   c. Preserve and enhance existing north-south creeks;
   d. Respect natural topography in the design and construction of new units; and
   e. Be limited to a maximum density of 3.0 dwelling units/acre.

   The newly constructed Highlands Ranch Park, located directly adjacent to Buchanan Road, addresses the park identified in Policy 2-P-71. Chapter V, section C of the EIR analyzes the stormwater flows the project will generate. The EIR concludes that the peak-hour flows will remain below the pre-development condition because of the proposed detention basin included with the project design. The project does not have any north-south creeks with defined bed and bank supporting the growth of riparian vegetation that would make the project subject to creek preservation or setback requirements of the General Plan. The design and construction of the new housing units is typical for most subdivisions throughout the City and is not necessarily designed to respect the natural topography of the area. The mitigation measures identified in the EIR for visual impacts of the project identifies modifications to the exterior finishes of the proposed homes to improve their compatibility with the natural setting of the project in the hills (also see Policy 2-P-70). The proposed gross residential density of 2.46 dwelling units/acre is within the maximum density requirement established by Policy 2-P-71.

8. Policy 3-P-1: Allow urban development only in areas that are served or where service can be provided. The EIR did not identify any unmitigable constraints to providing service to the proposed development.

9. Policy 3-P-2: Before project approval, ensure that existing and planned roads will have adequate capacity to accommodate existing and proposed development. The EIR included an analysis of existing and planned roadway capacity to accommodate additional vehicle trips that the project will generate. Traffic impact mitigation measures were identified for making any necessary improvements to proposed and existing roadways in order to maintain sufficient capacity for additional vehicles trips from the project.

10. Policy 3-P-3: Assure Basic Routes and Routes of Regional Significance will operate at adopted Level of Service (LOS) standards. The traffic impact analysis conducted for the EIR evaluates the LOS for basic routes and routes of regional significance. This analysis identified specific mitigations measures for maintaining an acceptable LOS with the additional vehicle trips associated with the buildout of the project.

11. Policy 3-P-10: Approve proposed development projects generating over 100 commute hour trips only if the project is consistent with adopted traffic LOS standards. The project will be consistent with adopted traffic LOS standards with the implementation of mitigation measures identified in the EIR prepared for the project.

12. Policy 3-P-12: Approve new development projects only if at least one of the following conditions is met:

    a. Adopted performance standards (General Plan Performance Standards 3-S-1 - 3-S-18) will be maintained following project occupancy;
    b. Project specific mitigation measures are planned and implemented in order to ensure maintenance of adopted performance standards; or
    c. Capital projects planned by the City or special districts will result in maintenance of adopted performance standards.

    The project will meet the City's public facilities performance standards through a combination of design, through the payment of current City fees, implementation of mitigation measures identified in the EIR, and through the implementation of capital projects planned by the City or special districts.

13. Policy 4-P-7: Ensure that design treatment of new development at the City's southern boundary retains a rural feel by:

    a. Discouraging the use of solid walls along these edges (fences must be visually permeable; however, discourage use of chain link in front and side yards).
    b. Using Materials and designs to promote a rural feeling (for example, wooden or other rustic materials); and
    c. Encouraging development at the outer edge of the City to face outwards towards the rural landscape (Preventing a solid wall of residential backyard fences).

    The subdivision does not face outwards, but required fire buffers between new development and adjacent open spaces will facilitate in the creation of a final map that more successfully addresses this design goal. Mitigation Measures provide for the creation of a park near the southern border which also help implement this policy.

14. Policy 11-P-29: Ensure adequate road widths in new development for fire response trucks, per the subdivision regulations. The proposed streets are designed to allow for fire response truck access to the development. The streets comply with City standards and have been reviewed by the Contra Costa County Fire Protection District.

15. Policy 13-P-1.1: Ensure there is an adequate supply of mixed use and residentially zoned land of appropriate densities to accommodate existing and anticipated housing needs through 2020.

16. Policy 13-P-1.2: Ensure the construction of larger, high end housing in the southern foothills to provide move-up housing opportunities within the community. The project offers a larger sized housing product that qualifies as high end housing in the City of Pittsburg.

17. Policy 13-P-1.8: Meet the City's fair share regional housing needs. Housing needs are outlined in the applicable housing element adopted at the time the project was deemed complete. The Commission has discretion to impose these requirements on this project as deemed necessary.

18. Policy 13-P-2.4: Increase homeownership opportunities for Very Low, Low and Moderate income households. Housing needs are outlined in the applicable housing element adopted at the time the project was deemed complete. The Commission has discretion to impose these requirements on this project as deemed necessary.

F. The conditions and requirements imposed on the project and further described in Section 4, are necessary to achieve the objectives of and to ensure consistency with the City's General Plan.

Section 3. Findings

The Planning Commission hereby finds that based on the Planning Staff Report entitled, "Sky Ranch II Residential Development. RZ-02-21, SUBD 8475, DR-02-48.", dated May 8, 2007, and related attachments, and based on all information in the Final (including Draft) EIR prepared for the project, and based on evidence collected during site visits to the project site and based on all the information contained in the Planning Department files on the project, adopted and incorporated here by reference and available for review in the Planning Department located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing that:

A. All recitals above are true and correct and are incorporated herein by reference.

B. The Final EIR for the Sky Ranch II Residential Subdivision project was prepared in compliance with Public Resources Code Section 21000 et seq., and the State CEQA Guidelines Section 15000 et seq, all impacts associated with this project have been

analyzed in the EIR prepared for this project, and the Commission has independently reviewed and considered the information contained therein, prior to making its decision on this vesting tentative map request.

C. Conditional approval of the tentative map to include the conditions contained in section 4 of this resolution will bring the tentative map into substantial compliance with the General Plan and result in a modified site plan and grading plan that will physically support the proposed density and type of development (single family detached homes) envisioned for this site without causing public health problems or causing substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

D. The project will comply with Housing Element policies 13-P-1.8 (fair share regional housing needs) and 13-P-2.4 (opportunities for Very Low, Low and Moderate income households), 13-P-1.2 (larger, high end housing in the southern foothills to provide move-up housing opportunities) if conditions of approval are imposed that require the applicant to:

1. Enter into an affordable housing agreement, subject to City Council approval, prior to acceptance of the final map. The agreement must either: 1) provide that the developer reserve and sell 10% (42) of the approved 415 units/lots within the subdivision to Moderate Income Households and that same units/lots will be priced at a price deemed by the City to be affordable to an appropriately sized Moderate Income Household earning 110% of Area Median Income. The units will remain affordable for a period not less than 45 years; OR 2) provide that the developer comply with PMC §18.86.080 (Alternatives to construction of affordable units on-site of owner projects or low-density owner projects) to reserve and rent 21 units to Very Low Income Households and that same units be priced at a price deemed by the City to be affordable to an appropriately sized Very Low Income Household earning 50% of Area Median Income (policies 13-P-1.8 and 13-P-2.4).

2. Ensure all lots within the subdivision are a minimum of 8,000 square feet, except that lots reserved under an affordable housing agreement required in the condition above may be a minimum of 6,000 square feet. Lots reserved under the affordable housing agreement for Moderate Income Households may be scattered generally evenly throughout the subdivision or located entirely north of the Buchanan Road Bypass (policy 13-P-1.2).

3. Ensure at least one-quarter of the single-family homes within the subdivision are at least 3,000 square feet in size (net garage) (policy 13-P-1.2).

E. The technical analysis contained in section 5.2.1 of the most recent version of the 2000 Water Master Plan, Amendment No. 3 identifies the need for water infrastructure improvements in order to serve the proposed development and that prior to occupying the first home in the subdivision, these infrastructure

improvements must be constructed in order to comply with growth management policies of the General Plan.

F. In accordance with PMC Section 17.20.050, all governmental and utility agencies known to have a potential interest in the project were provided a copy of the tentative map and given the opportunity to provide comments thereon; copies of the tentative map were mailed to 36 state, federal, regional and local agencies for a minimum 18-day comment period that began on January 2, 2003.

G. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat. Biological impacts associated with the project will be reduced to a less than significant level with the implementation of the Mitigation Measures identified in the EIR and conditioned herein.

H. As evaluated in the EIR and with the implementation of the Mitigation Measures identified in the EIR, the design of the subdivision or the type of improvements will not cause serious public health problems.

I. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. Implementation of the Mitigation Measures identified in the EIR will ensure that that the project does not create conflicts with existing or future easements on the project site. Access into and within the subdivision will be on public roadways. Access to the public utilities on-site (water tank and detention basin) will be via roadway easements or other mechanism deemed appropriate by the City Engineer.

J. Collection of current City fees for this project is necessary in order to comply with the growth management element of the General Plan. This will ensure the protection public health, safety and welfare as it relates to increase demand on City infrastructure and services resulting from this project.

Section 4. Decision

A. Based on the findings and authority set forth above, the Planning Commission hereby approves Vesting Tentative Map No. 8475 (SUBD 8475), subject to the following conditions:

General Conditions:

1. The project shall be constructed in substantial conformance with Vesting Tentative Map No. 8475, date stamped March 23, 2004 and February 27, 2007 by the Planning Department, except as hereinafter modified.

2. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval of this project, as determined applicable by the Planning Department. Where there is conflict between Resolution No. 8931 and the specific conditions identified in this resolution, the specific conditions of this resolution shall govern.

3. The applicant shall comply with all the requirements of the Planning Department, Engineering Department, Contra Costa Department of Environmental Health, Contra Costa County Fire Protection District, California Regional Water Quality Control Board, and all applicable local, state and federal agencies. It is the responsibility of the applicant to check with each agency for requirements that may pertain to the project.

4. The developer shall defend, indemnify and hold harmless the City of Pittsburg, its agents, officers, and employees from any claim, action or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval, which action is brought within the applicable time period of Government Code section 66499.37. In the event the City becomes aware of any such claim, action or proceeding, the City shall promptly notify the developer and shall cooperate fully in the defense. If the City fails to promptly notify the developer, or if the City fails to cooperate fully in the defense, the developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing contained in this condition prohibits the City from participating in the defense of any claim, action, or proceeding, if both of the following occur: (a) the City bears its own attorneys' fees and costs; and (b) the City defends the action in good faith. The developer shall not be required to pay or perform any settlement unless the settlement is approved by the developer.

Planning Conditions:

5. Subdivision 8475 shall comply with the applicable RS-6-O (Single Family Residential with an Overlay) District development standards as may be adopted by the City Council for this property.

6. The triangle shaped area shown on the vesting map located directly south of the City water tank site and east of Lot 37 shall be made into a non-buildable parcel that is offered to the GHAD for maintenance or transferred to the City and merged with the Water Tank property. This issue shall be addressed to the satisfaction of the City Engineer prior to the approval of a final map.

7. Lots 14-17 shall be eliminated. The remnant portion of Lot 14 inside the subdivision shall be merged with the adjacent lot in Highlands Ranch Subdivision. Portions of the other proposed lots (15-17) shall be converted to an unbuildable parcel that is either offered to the GHAD for maintenance, transferred to the City and merged with the Water Tank property, or fully landscaped and placed in the applicable LLD. This subdivision approval in no

way authorizes the developer to purchase, own, subdivide or develop any portion of the City Water Tank Site. The final disposition of the matter shall be to the satisfaction of the City Council prior to acceptance of the Final Map.

8. The subdivision is approved for a maximum of 415 single-family residential lots. Incorporation of all applicable conditions and mitigation measures may necessitate the elimination of some lots within the subdivision. Prior to preparation of the final map and improvement plans, the subdivider shall submit a modified site plan/map and grading plan incorporating all applicable design changes to the City staff for review of compliance with the applicable conditions of approval prior to submittal of the final map and improvement plans to the Engineering Department for plan check. The final map and improvement plans shall be in substantial conformance with the modified site plan/map and grading plan accepted by City staff as consistent with the conditionally approved tentative map.

9. The Developer shall submit a Plotting Plan to demonstrate how the placement of the homes will not create a negative visual effect from the massing of homes. Lots on the Plotting Plan shall accurately reflect the final subdivision design (not the tentative map) and shall also summarize graphically and with a table, how each lots complies with the applicable PMC zoning standards and other applicable conditions of approval related to mix of architecture and house siting. This exhibit shall be submitted to the Planning Department for each final map and shall be subject to review and approval of the Planning Department prior to Council acceptance of the final map for each respective phase.

10. The applicant shall enter into an affordable housing agreement, subject to City Council approval, prior to acceptance of the final map. The agreement shall: 1) provide that the developer reserve and sell 10% (42) of the approved 415 units/lots within the subdivision to Moderate Income Households and that same units/lots shall be priced at a price deemed by the City to be affordable to an appropriately sized Moderate Income Household earning 110% of Area Median Income. The units shall remain affordable for a period not less than 45 years; OR 2) provide that the developer comply with PMC §18.86.080 (Alternatives to construction of affordable units on-site of owner projects or low-density owner projects) to reserve and rent 21 units to Very Low Income Households and that same units be priced at a price deemed by the City to be affordable to an appropriately sized Very Low Income Household earning 50% of Area Median Income.

11. Modifications to the vesting tentative map resulting from the conditions of approval shall not substantially alter the visual impact of the project as viewed from Buchanan Road. If substantial changes in grading are proposed with the revised vesting tentative map produced for implementing the conditions of approval for this project, the developer shall demonstrate that the changes are consist with the visual impact analysis of the EIR. This information shall be

submitted to the Planning Department prior to the approval of the first final map. The first final map shall not be issued if substantial changes to views result from changes to the vesting tentative map.

12. Retaining walls visible from the Buchanan Bypass shall be constructed of the same materials or match the design of soundwalls used for the subdivision.

13. All lots within the subdivision shall be a minimum of 8,000 square feet, except that lots reserved under an affordable housing agreement required in the condition above may be a minimum of 6,000 square feet. Lots that may be reserved under the affordable housing agreement for Moderate Income Households may be scattered generally evenly throughout the subdivision or located entirely north of the Buchanan Road Bypass.

14. At least on quarter of the single-family homes within this subdivision shall be at least 3,000 square feet in size (net garage).

15. The soundwall along Buchanan Road Bypass shall match the same street side design as the wall in the subdivision to the east. The other side of the wall shall incorporate a decorative cap detail, subject to review and approval of the Planning Department.

16. Perimeter walls and/or sound walls shall include decoratively designed pilasters that are positioned at least 50-foot on center with the exception that the design of the wall along the Buchanan Road Bypass shall match the wall constructed along the Bypass in the subdivision to the east. This feature shall be reflected on the in-tract landscaping plan and landscaping plan and shall be subject to review and approval of the Planning Department prior to the approval of building plot plans.

17. Fences/walls shall be positioned at the top of downslope banks unless otherwise approved by the City Engineer. Fences at the top of slopes visible from Buchanan Road shall comply with MM-E1 #4 to maintain unobstructed views.

18. The developer shall minimize the use of subdivision perimeter walls along the bypass where sound attenuation features are not needed to comply with Noise Element policies of the General Plan. Wrought iron fencing with interspersed pilasters, or other open decorative fence design shall be used in lieu of masonry walls in these circumstances. The developer shall evaluate this change in a noise/sound assessment in areas that may be conducive to the use of such fences. At a minimum, the developer shall evaluate the use of this alternative fencing design in lieu of the solid masonry wall proposed on the south side of the bypass between lots 381 and 307. This evaluation shall be submitted to the Planning Department and shall be subject to its review and approval prior to the approval of the landscaping plan for the Buchanan Bypass portion of the project.

19. In the event that it is determined that sound walls are needed for the project which exceed 6-feet in height, the developer shall incorporate into the design of the wall, measures that will reduce the perceived height of the wall, whenever possible. This may include techniques such as creating earthen berms and mounds near the base of the wall or using retaining walls to offset the height of the wall. This condition of approval will also be included with the conditions of approval of the vesting tentative map to ensure consistency in implementation.

20. The applicant shall design fencing along prominent north facing slopes visible from Buchanan Road in a fashion that uses open fences that avoid visual interruption. The fence design shall be shown on the in-tract landscaping plan for the subdivision and shall be subject to review and approval of the Planning Department prior to the issuance of building plot plans.

21. The required subdivision park (MM-G1) shall be conveniently accessible to pedestrians and bicyclists. This may require the installation of trail connections within the subdivision or placement of the park in a location easily accessible to residents within the subdivision. The Pedestrian/Bicycle connection(s) shall be landscaped and shall be installed prior to acceptance of subdivision improvements for each phase. Park credit for the trail and its associated improvements shall be subject to evaluation by the City Engineer.

Engineering Conditions:

22. These engineering conditions are prepared based upon the Vesting Tentative Map dated March, 2004 and date stamped March 23, 2004 and February 27, 2007 by the Planning Department. A revised project site plan submittal, to supplement Vesting Tentative Map No. 8475 shall be submitted to the Engineering Department incorporating all site plan revisions, design and grading related conditions of approval within this resolution for review and approval by City staff prior to submitting engineering design plans or final maps for review. This submittal shall also include proposed phasing plans and proposed major utility box locations for electric, telephone, or cable.

FEES AND EXACTIONS:

23. When the developer submits plans, maps, or other documents for checking, a deposit equal to one half of the estimated fee shall be made to the Engineering Department based upon the submitted Engineer's Estimate. The deposit shall be credited to the final fee as determined at engineering permit issuance based upon the final, approved Engineer's Estimate. The deposit shall be paid to the Engineering Department at the time of the developer's first plan submittal.

24. The developer shall pay $2,300.00 for 5-50 lots, (plus $800 for each additional plan check after the third review), $3,000.00 for 51-150 lots,(plus $1,065.00 for each additional plan check after third review), and $3,365.00 for 151-250 lots,

(plus $1,330.00 for each additional plan check after third review). This fee shall be paid to the Engineering Department prior to the issuance of an Engineering Grading and /or Improvement Permit.

25. The developer shall pay remaining fee balances based upon the approved Engineer's Estimate with the final set of improvement and/or grading plans which are submitted for signature by the Engineer. Payment for the balance of the plans review and inspection fees shall be paid at issuance of the grading permit or approval of improvement plans and in the amounts specified in City code that are in effect at that time. The current fees are:

    a. The improvement plan check fees are 3.5% of the cost of the improvements based upon the approved Engineer's Estimate. The inspection fees for improvements vary from 3.6% to 6.5% depending upon the total costs of the final approved improvements.

    b. The grading plans check and inspection fees are 5.50% of the cost for grading based upon the approved Engineer's Estimate or per the Grading Fee Table approved by City Council.

26. If additional engineering studies are deemed necessary by the City Engineer, i.e. geotechnical, structural, hydraulic, etc., or expedited reviews are requested by the developer, the developer shall pay for all costs related to the extra work. The costs may include the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the developer's engineer. These fees shall be paid by the Developer to the Engineering Department prior to contracting for outside services and prior issuance of the Engineering Permit, grading or improvement.

27. The developer shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24)(the "FRC") for water and sewer service in the amounts in effect when the developer obtains a building permit in accordance with City of Pittsburg Ordinance 06-1267. The developer agrees to pay water fees for buy-in into the water treatment plant and existing water system prior to the issuance of any Engineering Permits. The developer understands that the current water FRC is described in the fee schedule approved by Resolution No. 05-10291 and amended by Resolution No. 05-10372, a copy of which is available at the City. In order to clarify the fees to apply to this project, note that line 2 (Zone III) was meant to apply to Zone III and higher facilities and will apply to Zone III and IV facilities in this subdivision. These FRC amounts will be automatically increased on November 1 in future years. For reference, the increases approved through November 2008 are shown on the fee schedule established by Resolution No. 05-10291. Other water fees may be resolved by the developer constructing water facilities as required by the City Engineer and described in the City's Water Master Plan and latest Amendments to it.

28. The FRC fee for sewer shall be paid to the Engineering Department prior to the issuance of a building permit by the City's Building Division.

29. The City periodically updates master plans for sewer and water facilities that establish the financial responsibility that each development planned within the City of Pittsburg has toward designing and constructing related improvements. The recent updates (Amendment 3) for water requires that any additional development in the southeastern portion of Pittsburg, in the area where this site is located, needs a pipeline from the water treatment plant and a new concrete Zone II reservoir prior to serving any new homes. While this development needs the facilities to proceed, some of the financial responsibility is the City's and some is future anticipated development. The developer may proceed by building the needed facilities and being reimbursed the City's share after construction is completed. The costs to be reimbursed to the developer by future development will be effectuated under a mutually acceptable Reimbursement Agreement between the City and the developer that will be completed prior to the issuance of any engineering permits or map approvals. The City will agree, per the conditions of the Agreement, to pass on to the developer related water fees collected by the City for future development for any development that occurs within the area serviced by the Zone II reservoir and the Zone II transmission line for a period not to exceed twenty years from the date from the approval of this development's first final map. The developer may be eligible to receive a 5% management fee to construct the Zone II concrete reservoir and the 16" to 20" water line from the water treatment plant to the project site if an agreement for services to be performed is executed to the satisfaction of the City Engineer.

30. The developer shall pay the Contra Costa Water District Facilities Reserve Charge (PMC Chapter 13.10) (the "CCWD FRC") amount in effect when the developer obtains a building permit. A schedule of the current fees is available from the City. The developer understands that the CCWD FRC is set by the CCWD Board of Directors, and collected through ordinance or resolution by the City of Pittsburg, which then remits the fee to the CCWD. The developer understands that the FRC is based on water meter size and may increase at anytime at CCWD's discretion. Although the City does not set the CCWD FRC fee, the City of Pittsburg may impose a surcharge on the CCWD FRC to recover its administrative costs. The City recommends that the developer consult with the CCWD regarding the nature and amount of any increases in the CCWD FRC. Fees shall be paid prior to issuance of a building permit by the City's Building Division.

31. The developer shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount in effect when the developer obtains a building permit. The developer understands that the LTMF currently on file is $7,242.00 per unit and $1.27 per square foot for commercial uses. The developer further understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's

discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg Local Transportation Mitigation Fee Program Update, copies of which are available from the City. Fees shall be paid prior to issuance of a building permit by the City's Building Division.

32. The developer shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102) (the "RTDIM") amount in effect when the developer obtains a building permit. The developer understands that the RTDIM currently on file is $16,834.00 for a single-family residence and $1.40 per square foot for commercial uses. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. The developer further understands that the City Council may, by resolution, increase the RTDIM based on updates to the adopted East Contra Costa Regional Fee and Financing Authority ("ECCRFFA") Fee Program Report, a copy of which is available from the City. Fees shall be paid prior to issuance of a building permit by the City's Building Division.

33. The developer shall pay the In-Lieu of Parkland dedication fee to the Engineering Department prior to the City Council's approval of the Final Map. The fee to be paid is based on a valuation of $12 per square foot for land in anuary of 2006, and will increase by 3% on January 1st of each subsequent year unless otherwise revised. It currently stands at $12.36 per square foot for land. The amount required is affected, per the City ordinance, by park facilities constructed for this development.

34. The developer shall pay the following deposits, which are refundable at the completion of the project, and are due and payable prior to the City Council's approval of the Final Map.

    a. $500.00 for Final Map Mylar.

    b. $500.00 for As-Built Mylar deposit and electronic file of grading and improvement plans.

    c. A Sanitary Sewer Inspection Deposit of $250.00 plus $0.85 per linear foot of sewer main.

35. The developer shall pay the City $0.05 per square foot of commercial or multi-family building and/or $25 per dwelling unit to update the City Land Information System prior to the City Council's approval of the Final Map.

36. It is the City's understanding that the project will provide drainage facilities that will not discharge storm drainage at a higher peak flow than current conditions. If, however, this project does impact the Kirker Creek downstream facilities, then the developer shall pay a fee of $0.68 per square feet for increases in the area of impervious surfaces created for the project that do impact the facilities constructed under this program. Payment, if required, shall be made prior to the City Council's approval of the Final Map.

37. The developer shall deliver written approval that the owner of the parcel is electing to annex the subject property into Community Facilities District 2007-1 prior to the approval of the final map. The CFD will provide funding for certain landscape and lighting costs.

38. The applicant shall deliver written approval that the owner of the parcel is electing to annex the subject property into the City-wide Lighting and Landscape District No. 88-01 prior to the approval of the final map. If future increases in this fee are implemented, corresponding reductions will be made to the fee for CFD 2007-1.

39. The applicant shall deliver written approval that the owner of the parcel is electing to annex the subject property into the Community Facilities District (CFD) 2005-1 prior to the approval of the final map. The fee will provide funding for an increase of police needed to provide coverage in the project area. The rate of the CFD fee is subject to City Council Ordinance No. 05-1246.

40. The final map will not be accepted by the City Council until after the owner has fully implemented all three districts required under these conditions.

SUBMITTALS:

41. The developer shall submit to the City of Pittsburg Engineering Department, five (5) sets of Grading and Improvement Plans, and three (3) copies of the Parcel Map, or Final Map. Engineering Plans submitted for review and comment shall include but not be limited to the following:

    a. Site Plan
    b. Signing and Striping/Traffic Plans
    c. Grading and Drainage Plan
    d. Erosion Control Plan and SWPPP
    e. Utilities Plan/Improvement Plans
    f. Landscaping and Irrigation Plan
    g. Conceptual Joint Utility Trench Plans and Lighting Plan (Note: The City will review major utility box locations with the revised project site map and prior to preparation of joint trench plans to assure that locations proposed are acceptable early in the process)

42. The developer shall evaluate all existing storm, sewer, and water facilities for adequate capacity and provide the results to the City Engineer for review and acceptance when improvement plans are submitted for checking to identify any service or supply problems. The cost for installation of additional facilities shall be borne by the developer. All studies shall be submitted to the Engineering Department for approval prior to issuance of grading permit and/or approval of final map.

43. Before project acceptance, the developer shall submit a complete set of record drawings to the Engineering Department, in an acceptable electronic format, that is AutoCad compatible (including final maps, grading plans, improvement plans, landscaping, irrigation plans, etc.).

44. The developer shall submit a complete area study onsite for storm water (10 year storm design) capabilities, prior to the approval of the final map, and mitigate additional storm runoff demands anticipated under build out conditions. The study shall include a review of the impact of the site grading 10-year flood level in accordance with FEMA guidelines. If the study determines that any additional mitigation measures are required then the study and measures shall be submitted to the City Engineer for review and acceptance. The cost of any measures required shall be at the sole expense of the developer.

45. The developer shall provide water lines sized and located for each unit or as required by Master Plans to the satisfaction of the City Engineer to meet the domestic and fire protection demands for the subdivision prior to issuance and Engineering Permits, or approval of the final maps or improvement plans by the City Council.

46. The developer shall provide sanitary sewer capacity sized and located to the satisfaction of the City Engineer to accommodate the subdivision's wastewater demand.

47. All plans, maps, and other documents for the project shall conform to all related City of Pittsburg Municipal codes as determined by the City Engineer. All EIR mitigation measures shall be implemented to the satisfaction of the City Engineer at the sole expense of the developer.

TECHNICAL CONDITIONS:

48. All site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers), and Title 15 (Buildings and Construction) of the Pittsburg Municipal Code, and City Standard Details as determined by the City Engineer.

49. The developer shall provide a funding mechanism, acceptable to the City Engineer, for maintenance of any private infrastructure such as EIR mitigation

measures, roadways, open spaces, utilities, retaining walls, landscaping, and irrigation systems. If CC&R's are utilized to provide for maintenance, the developer shall submit a set of acceptable documents, for the City's review, to the Engineering Department prior to the final inspection of the first home in each phase of the subdivision. The Developer shall be responsible for creating a mechanism, to the satisfaction, of the City Engineer for enforcing the CC&R's.

50. The developer shall provide written notification, satisfactory to the City Engineer, to adjacent affected agencies and/or property owners for any drainage work required to collect or convey storm runoff affecting their properties, prior to the issuance of a grading permit.

51. Prior to any clearing or grading of the site, the developer shall submit to the Engineering Department, in a form acceptable to the City Engineer, an Erosion and Sedimentation Control Plan and a copy of the Notice of Intent to Comply with the NPDES General Permit (NOI), submitted to the State Water Resources Control Board. The Erosion Control / Storm Water Pollution Prevention Plan (SWPPP) shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site to effectively prohibit the entry of pollutants into storm water runoff. The SWPPP measures shall also include erosion control measures to prevent soil, dirt, and debris from entering the storm drain system, in accordance with the regulations outlined in the California Regional Water Quality Control, San Francisco Bay Region, Erosion and Sediment Control Field Manual.

52. The developer shall submit a design-level geotechnical report to the Engineering Department prior to the review of any civil plans and issuance of a grading permit. Due to the geotechnical complexities of the project site, the City anticipates that a consultant with specialized expertise will be contracted with, at the developer's expense, to review the submitted documents for conformance with the EIR mitigation measures, applicable codes, and good design practices.

GRADING:

53. All grading must be designed to the satisfaction of the City Engineer. The proposed plans are submitted at 100 scale and have insufficient data regarding existing and proposed grades to allow all issues to be addressed at this time. Comments regarding the grading design would be more valuable if the re-submittal map were prepared to 40 scale to allow the evaluation of the internal grading and conforming grades to adjacent properties.

54. The developer shall conform to all requirements of the EIR mitigation measures and to all related City of Pittsburg Municipal codes regarding grading. The City is especially concerned about preventing (when possible) or minimizing all construction related impacts to adjoining homes, particularly with respect to dust, construction debris, and noise (see MM-J2). The City intends to closely monitor and require that appropriate dust control and all other available measures are

utilized. Prior to the commencement of any construction activities, and periodically as determined by the City Engineer, the developer shall hold a public meeting with homeowners and residents to discuss the construction plan and schedule, provide contact information for complaints with the developer and contractor, and allow the public to ask questions. The developer will be responsible for all claims related to the construction activity involved with the project.

55. The following conditions related to grading have been identified for the 2004 map to be addressed in subsequent submittals. The developer shall design all proposed grading to the satisfaction of the City Engineer prior to issuance of a grading permit unless stipulated otherwise (this conditions may be phased if deemed appropriate by the City Engineer):

    a. A detailed grading plan shall be provided showing detailed information regarding the grading of adjacent subdivision on the east side of the Sky Ranch with the first submittal of the revised plan. There is a large grade difference between the proposed homes and the existing homes on the Antioch side. The proposed methods of conforming to existing needs to be resolved to the City Engineer's satisfaction.

    b. Provide existing topographic information 100 feet outside of the boundary of the project unless specific exception is allowed by the City Engineer.

    c. Provide plan for repairing the existing slides within the subdivision such as Lots 151 and 152 and for those slides that cross property lines such as the four that are along the southern boundary of the project. This is one of the issues that must be addressed in the design-level geotechnical report required as part of the EIR mitigation measures. These slides shall be completely repaired or provisions made, acceptable to the City Engineer, to protect existing and future improvements during and after construction of the subdivision. The City may not have condemnation rights to require the adjoining Antioch School District to allow access.

    d. Wood walls between lots will not be allowed. Provide a wall made of concrete blocks or gravity walls of concrete, stone or similar material.

    e. The grading east of Lots 202 to 209 is not consistent with the Tentative Map submitted to the City of Antioch for the adjoining subdivision. The two projects shall be designed and constructed to be consistent with each other.

    f. The developer shall design an access road, acceptable to the City Engineer, to allow routine maintenance of the detention basin during wet weather. The discharge pipe from the basin shall be shown on the revised plan. Developer shall provide calculations with the improvement plan

submittal to show that the proposed system operates properly prior to issuance of grading permit.

g. Developer shall provide a mechanism, satisfactory to the City Engineer to fund the maintenance and replacement of improvements of the detention basin in perpetuity. A GHAD will be acceptable and may serve to meet this condition. Note however that establishing the GHAD will require a process, established by law, to establish the budget and the process required to accept improvements by the GHAD for long-term responsibility. If developer chooses to use a GHAD, the GHAD shall be established prior to the approval of the first final map.

h. The grading plans shall be revised where feasible to eliminate draining across lot lines unless the developer acquires specific written approval of the City Engineer. Using easements on private property has proven problematic over the long-term for maintaining these types of facilities. Lots 127 through 135 and others appear to have these issues, that are yet to be resolved.

i. Revise the design to provide maintenance vehicle access where appropriate for the maintenance of drainage in sloped areas, such as along the western boundary of the subdivision. Provide a funding mechanism acceptable to the City Engineer to assure that maintenance is properly financed in this matter.

j. The design of "K" Street cul-de-sac as submitted creates a number of engineering problems that require resolution for the drainage, sewers, and grading. The pads at the east end of the street shall be revised to minimize or eliminate access drainage, and maintenance issues related to the adjacent subdivision. The sewer main and laterals are too deep as designed at the west end of "K" street, and the drainage as designed has no provision for "overland release" of water without threatening homes. Developer shall revise the design to resolve these issues, to the satisfaction of the City Engineer, prior to the approval of the grading plans.

56. The following conditions related to drainage have been identified for the 2004 map to be addressed in subsequent submittals. Developer shall design all proposed drainage improvements to the satisfaction of the City Engineer prior to issuance of the grading permit (unless stipulated otherwise):

a. City staff will review the submitted revised site map to evaluate drainage issues. The developer will be required to correct the capacity deficiencies, to the satisfaction of the City Engineer. Approvals from other districts or agencies may be required, i.e. the City of Antioch, Army Corps of Engineers, Fish and Game, C.C.W.D., etc. and are the sole responsibility of the developer.

b. Developer shall conform to all requirements of the EIR mitigation measures especially those items identified in Section V.C Hydrology and Water Quality Impacts. An Operation and Maintenance Manual is required for all drainage facilities (Impact C13) prior to issuance of first building permit.

c. The plan shows drainage headwalls to be constructed along the project boundary without acceptable access for maintenance. The plans shall include all weather access roads (minimum 12' wide with 2' shoulders and ditch) to the headwalls and sufficient areas for maintenance work to be performed in the vicinity of the headwalls. Construction within the Contra Costa County or City of Antioch jurisdictions will require approvals of the County for work performed there.

d. The proposed drainage areas will catch sediment and store storm water on adjacent properties outside of this subdivision. Developer shall provide easements and agreements from these adjacent parcel owners to accept and store the runoff and allow access for maintenance and repair. All copies of such agreements made with adjacent property owners shall be submitted to the City Engineer prior to the issuance of the grading permit. The City would prefer, if feasible, that these basin areas be relocated within the subdivision boundaries.

e. The developer shall provide a funding mechanism for all future maintenance, repair, and replacement of the headwalls, pipes, structures, and basins (including Parcel A) to the City Engineer's satisfaction prior to approval of the first final map. This may be included in the scope of a GHAD for the project (must be fully formed prior to the approval of the first final map).

f. The design shall be revised to provide a safe release of drainage, without the water passing over private property, from sump areas to allow water to safely escape overland on public property without damaging public or private improvements when the drainage system malfunctions. This condition exists in "M" Court, "K" Street, and "A" Street. Additional areas may be found when subsequent maps are submitted.

g. The developer shall provide a bench for the concrete-j ditches that is acceptable to the City Engineer to allow maintenance equipment to clean and repair drainage facilities, which run in the yards of various properties and along project boundary. The grading of these benches shall be in conformance with City of Pittsburg Municipal Code Section 15.88. Developer shall provide a method to maintain and repair the ditches prior to approval of grading plan. The Developer understands the Cities of Pittsburg and Antioch are concerned about maintaining drainage facilities

along the eastern boundary of the subdivision. Both cities would prefer that grading be designed to eliminate ditches or swales between rear yards, even if existing lots are re-graded in Antioch to put property lines at the top of a slope, and the entire slope within one lot.

h. The developer shall submit a letter from the Contra Costa Flood Control District (CCFCD) regarding the feasibility of the drainage for this project. It is anticipated that calculations may be submitted by the City for review by CCFCD at the developer's expense.

TRAFFIC:

57. The following conditions related to traffic have been identified for the 2004 map to be addressed in subsequent submittals. Developer shall design all proposed traffic related improvements to the satisfaction of the City Engineer prior to the City Council approval of the first final map or approval of grading plans (this condition may be phased if deemed acceptable to the City Engineer):

a. The developer shall construct the James Donlon Expressway as stipulated in MM-H7 and as approved by the City Engineer. The alignment and design shall match the approved January 2006 Feasibility Study and the portion already constructed in the adjacent subdivision in Antioch as approved by the City Engineer. The developer will be credited Regional Traffic Fees in an amount equivalent to the cost of the median and the two inside lanes (one in each direction). The developer is responsible for the costs of the two outside lanes, frontage improvements, traffic signals, and turning lanes for the Bypass within the project limits. If the East Contra Costa Regional Fee and Financing Authority will not grant the credit for the median and inside lanes then they will not be required as a part of this project. Developer will be reimbursed for ½ of the actual costs of grading through Local Transportation Mitigation Fee credits, to a maximum amount of $400,000 (in 2007 dollars), if ECCRFFA refuses to pay for the roadway grading costs for the Expressway. The final credit for grading shall include direct costs for staking and testing or proportional costs (based upon volume for grading, remedial grading if required, and or area for items like erosion control and clearing and grubbing), in an amount acceptable to the City Engineer. Prior to construction the developer shall enter into a Memorandum of Understanding with the City of Pittsburg to establish how credits will be applied. Credits will be applied on Regional or Local Transportation Mitigation Fees, but not both.

b. The developer shall design and install bus pull-outs and bus shelters for Buchanan Bypass at Ventura Drive as approved by the City Engineer.

c. The developer shall design Markley Creek Drive to be used initially as an emergency access road only. The design of Markley Drive shall include

provisions to open for through traffic when the Buchanan Bypass is constructed. The plans shall be designed in a fashion acceptable to the City Engineer. The developer shall provide an access gate per the CCFD's Standards. This access point shall also include a pedestrian and bicycle access connecting Sky Ranch II with the neighboring Black Diamond Ranch subdivision at Markley Drive, this connection shall be designed in a manner acceptable to both the cities of Pittsburg and Antioch.

d. Developer shall provide 6' meandering sidewalks where feasible and as approved by the City Engineer on both sides of the Buchanan Road bypass and dedicate right of ways to match those portions of the Buchanan Bypass in Antioch. It appears that a 118 feet ROW will be needed for the Buchanan Bypass (James Donlon Way) to conform to the roadway and pedestrian improvements constructed in Antioch, and allow the sidewalks to adequately meander within the ROW.

e. Developer shall provide turning lanes on Ventura Drive at the intersection of the Buchanan Bypass and Ventura Road. The configuration of the intersection requires additional revisions to conform to MM-H28. Developer understands these changes will impact lot layout and other design issues. These changes shall be addressed in the resubmitted overall site map to the satisfaction of the City Engineer.

f. Developer shall provide a phasing plan for the development (refer to item MM-H7) prior to approval of final map or engineering permits whichever occurs first. The developer shall not construct more than 353 units, prior to the opening of the Buchanan Bypass.

g. The developer shall re-evaluate creating an access road to serve lots 16-72 from Ventura Drive along the Zone II Reservoir or from Palo Verde Drive. Developer understands this neighborhood will be greatly impacted once the remainder of the Buchanan Bypass is built, as they will not be able to make left turns onto the Buchanan Bypass unless a signal is installed. If access is allowed from Buchanan Bypass into "M" Street, safety considerations (a traffic signal and/or additional traffic turning lanes, for example) have to be considered in the subsequent submittal of the site plan to allow safe ingress and egress to this portion of the subdivision. Specific solutions will be based upon the final design proposed by the developer. Alternative designs shall be submitted within the resubmitted site plan and approved by City Engineer prior to submittal of design plans for City review. The City prefers to revise the design to eliminate the primary access to the area from Buchanan Road.

h. Developer understands that the EVA shown across lot 37 is not acceptable as designed. Access off Buchanan Road is not the preferred

location. The EVA cannot be jointly used as an EVA and access to a private lot.

i. Developer shall provide pedestrian access if feasible, as determined by the City Engineer, from "M" Street and "M" Court to allow residents to walk directly to Highlands Ranch Park. Developers shall evaluate all options that seem available within the resubmitted site plan, including constructing a roadway with sidewalks to Ventura Drive or to Palo Verde Drive to the west.

j. Pedestrian access to the new park site within the project shall be provided, as feasible, for all residents. For example, if the park is located in the area suggested by the EIR (Lots 181-190), access from homes on "D" Court and/or "D" Street shall be provided, to the City Engineer's satisfaction. Due to steep hillside conditions, ADA accessibility may not prove feasible.

k. Developer shall provide design concepts with the resubmitted site map to address impact MM-H25. These traffic calming methods shall be designed to the satisfaction of the City Engineer and be constructed prior to the issuance of a certificate of occupancy for any home.

l. Redesign the project along Ventura and "B" Street, within 300', and "D" and "M" Streets within 150' of the intersection with the Buchanan Bypass, as described in MM-H26 and MM-H27, to the satisfaction of the City Engineer. Submit the proposed changes on the site map to be submitted prior to final design plan preparation.

m. Traffic signals at the James Donlan Expressway shall be installed when the Expressway is opened to through traffic.

WATER IMPROVEMENTS:

58. The following conditions related to water improvements have been identified for the 2004 map to be addressed in subsequent submittals. The developer shall design all proposed water improvements to the satisfaction of the City Engineer prior to approval of the improvement plans unless stipulated otherwise (this condition may be applied with the phasing of the development as approve by the City Engineer):

a. Developer shall submit a site map that provides size and locations of distribution mains, pump stations, and reservoirs for Zones II and IV including access roads. Developer understands that the City requires buried concrete reservoirs and complete pump stations. Pump stations in proximity to homes will be designed to inconspicuously blend into the surrounding community of homes by constructing it utilizing similar

architecture, landscaping, etc. to the surrounding homes. The developer shall describe the planned phasing of the subdivision and the water facilities in particular. The design shall be consistent with the recommendations outlined in the 2000 Water Master Plan Amendment No. 3. Final design must meet the City Engineer's requirements and all applicable codes. Land acquired from the developer for the Zone II reservoir is expected to be at fair market value as determined by the City Engineer.

b. The developer shall provide a water storage tank to service Zone III and IV, including dedication of land, to the City at a minimum pad elevation of 100 feet above the pad of the highest home proposed. Developer understands that if the tank is located on Antioch School District property south of the subdivision, the City cannot condemn the school district's property. The developer shall provide information regarding the status of acquiring the land with the submittal of the revised project site map. The developer understands that there are slides in the vicinity of the tank (See the EIR drawings) that may need remediation to assure the long-term stability of the site.

c. The developer shall provide a water line and electrical service along the proposed new access road for the existing Zone II Reservoir. The access to the existing tank shall not be from the Buchanan Bypass.

d. Prior to the occupancy of the first home, the developer shall construct a new water transmission line as follows:

   i. a 20" line from the Water Treatment Plant down Crestview Drive approximately 5000 feet to Railroad Avenue/Kirker Pass Road;
   ii. the pipe continues as a 16" main for another 1400 feet east along Buchanan Road ending near the Pump Station; and
   iii. a 12" main extends from there on Buchanan Road approximately 6800 feet where it will connect to an existing 16 inch main at Ventura Road.

   Refer to Section 5.2.1 of the 2000 Water Master Plan Amendment No. 3 for more details. See Fees and Exactions portion of these conditions regarding reimbursement for these improvements.

e. Developer shall provide landscaping and fencing acceptable to the City Engineer for the reservoirs prior to final acceptance of the facility by the City.

f. The water system shall be looped to the same water zone to provide reliability. Developer understands this is needed in the neighborhood north of the Bypass (Lots 1-57) and may be an issue in other areas when more details are provided later to the City for review.

g. Developer shall construct a Zone II tank (estimated at a minimum of 1.3 MG) within the subdivision at an elevation of 381 feet in a location acceptable to the City Engineer prior to the issuance of certificates of occupancy of any homes built within Zone II. The developer is financially responsible for a portion of the total costs as described in the City's Water Master Plans and Amendments (including Amendment #3). See Fees and Exactions portion of these conditions regarding reimbursements for non-developer costs.

h. Water sampling stations are required at the discretion of the Public Works Department of the City of Pittsburg.

SANITARY SEWER SYSTEM:

59. The following conditions related to the sanitary sewer system have been identified for the 2004 map to be addressed in subsequent submittals. The developer shall design all proposed sewer improvements to the satisfaction of the City Engineer prior to approval of improvement plans unless stipulated otherwise. (this condition may be applied with the phasing of the development as approve by the City Engineer):

60. Developer understands the City does not usually accept sewer pump stations within the City of Pittsburg. If no other alternative is feasible, as determined by the City Engineer, then a sewer pump station will be considered as long as funds are provided, in perpetuity, to maintain and replace the facility and noise from the pump station does not create a significant impact.

61. The City of Antioch has not agreed at this time to connect the homes in the southeastern valley area to their collection system. The developer shall provide a copy of an agreement that has been executed with the City of Antioch with regards to the sanitary sewer connection proposed in the map to the City of Antioch's collection system, at the south-eastern portion of the proposed subdivision (affects approximately 34 lots) prior to issuance of any engineering permit. The developer shall provide calculations that evaluates the sewer system within Antioch and proves that capacity exists. The City of Pittsburg will maintain all facilities within its jurisdiction. Developer shall label clearly on the plan and final map where the City of Pittsburg's responsibility ends per this agreement.

62. The developer shall provide a sanitary sewer capacity analysis of the existing system downstream of the final approved connection point or points to assure that sufficient capacity is available in the system to carry the flows from this subdivision to the treatment plant with first submittal of plans to be approved prior to issuance of an engineering permit. Developer understands if existing improvements do not have capacity downstream, new sewer mains will be required in existing streets as deemed as necessary by the City Engineer.

63. If the City approves routing a sewer main to Glen Canyon Circle and the existing line has capacity available, the connection shall be through the lot west of lot 86 of Highlands Ranch and not between existing homes on private property.

64. There are several proposed sewers that, as designed, are over 15 feet deep in proposed streets. The developer shall redesign the system to reduce the depth of sewers and laterals to a depth acceptable to the City Engineer (to a maximum of 10 to 15 feet). Two problem areas identified on the March 2004 map are at the intersection of "B" and "K" Streets and in front of Lot 65. This design criteria shall be applied to all future designs for the project.

OTHER:

65. Certain items in Section K, Public Health and Safety, of the EIR mitigation measures are expected to significantly impact the design of the subdivision, especially those related to impacts in K-1, -2, -4, -7, and -8 (wild land fire hazards). The changes to the design of the subdivision to mitigate for these items will be reviewed with the map re-submittal.

66. All fencing shall be subject to the review and approval of the Planning Department. Vinyl clad chain link fencing may be deemed acceptable around the detention basin or portions of the future park, which abut other open space land.

67. The developer's plans shall conform to City Standards currently under revision and scheduled for approval by the City Council on May 7, 2007. Future revisions will be utilized if health and safety related issues require it or new requirements are imposed by State or Federal agencies.

Mitigation Measures:

68. The developer shall comply with the EIR Mitigation Measures identified in this resolution. Where there is conflict between the measures identified in this resolution and the final adoption of the Mitigation Monitoring and Reporting Program by the City Council, the mitigation measures identified in the MMRP adopted by the City Council shall govern.

69. MM-A1: The developer shall develop A CTS Mitigation Plan in coordination with USFWS as part of the federal ESA Section 7 or Section 10 consultation. The CTS Mitigation Plan shall be approved by USFWS prior to site disturbance or approval of a grading permit. Habitat acquisition shall occur before initiation of grading on the project site. The CTS Mitigation Plan shall include provisions for relocation of CTS individuals from the project site, long-term conservation of the mitigation land, management activities to assure long-term protection of mitigation wetlands, and long-term maintenance of CTS breeding, refugial and dispersal habitats. During construction, the applicant/developer shall employ

qualified biological monitors during all construction or excavation activities associated with the project. The monitors shall hold appropriate permits from USFWS and shall implement provisions of the CTS Mitigation Plan including CTS trap-and-relocate as-needed. Prior to and during construction, the applicant/developer shall employ a qualified biologist to deploy barriers to keep CTS that may be present in adjacent off-site areas out of developed areas of the project. The location and installation of these barriers shall be reflected on all grading and improvement plans. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

70. MM-A2: The developer shall implement the following measures related to the California tiger salamander:

    a. The developer shall construct and maintain a permanent barrier that would keep CTS, which may be present on the adjacent Thomas and AUSD-owned parcels, out of the developed area. This feature shall be reflected on the grading and improvement plans for the first final map for the subdivision.

    b. The developer shall implement low-light measures in the design of fixtures/light standards at the outer perimeter of the project site, especially the site's southern boundary, and off-site water reservoir service road. Low light measures shall be reflected on lighting and landscaping plans for the subdivision and site development plans for the water tank. A lighting plan shall be submitted with these plans to demonstrate that this requirement has been satisfied. The lighting plan shall be subject to review and approval by the Planning Department.

    c. The developer shall construct an information kiosk in the southern portion of the project site to foster resident and visitor awareness of wildlife needs. The information kiosk shall be located in the mini-park if it is constructed in the area south of "C" Court, as recommend in Chapter V.G. The information kiosk shall be shown on the improvement plans for the final map corresponding to the development of the southern portion of the project nearest the wildland-urban interface. The kiosk shall also be shown on the grading plans for this area.

    d. The developer shall construct access-restricting barriers to the off-site water reservoir and service road, and other EVA roads, to minimize

wildlife disturbance and road kill. The recommended CTS barriers shall be designed to prevent CTS from entering the developed area. The design of the access restricting barriers shall be acceptable to the CDFG and subject to final approval by Planning Department. Access restricting barriers shall be shown on grading and improvement plans for the construction of off site water reservoirs and other service roads within the subdivision.

e. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

71. MM-A3: The CTS Mitigation Plan as required in MM-A1 shall be implemented in order to mitigate impacts to SJKF. This will compensate for the same kind of habitat used by the SJKF. The CTS Mitigation Plan shall be approved by USFWS prior to site disturbance or approval of a grading permit. Habitat acquisition shall occur before initiation of site disturbance/grading on the project site. During Section 7, or Section 10, consultation, the developer in coordination with USFWS/CDFG shall consider mitigation parcel locations that are within the range of the SJKF or adjoin its movement corridors. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

72. MM-A5: The developer shall retain a qualified biologist to perform pre-construction surveys necessary to be certain that the species is not nesting on-site during grading and construction. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant shall provide the City with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, or site preparation of the site. If nests are detected onsite the biologist shall devise a construction plan that would allow successful nesting and the applicant shall immediately notify the Engineering Department and Planning Division and provide the City with proof of CDFG consultation(s). The City shall not authorize any activities which may result in site disturbance without CDFG approval.

Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

73. MM-A6: The developer shall retain a qualified biologist to perform pre-construction surveys necessary to be certain that the species is not nesting on-site during grading and construction. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant shall provide the City with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, or site preparation of the site. If nests are detected onsite the biologist shall devise a construction plan that would allow successful nesting and the applicant shall immediately notify the Engineering Department and Planning Division and provide the City with proof of CDFG consultation(s). The City shall not authorize any activities which may result in site disturbance without CDFG approval. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

74. MM-A7: The developer shall retain a qualified biologist to perform pre-construction surveys necessary to be certain that the species is not nesting on-site prior to or during grading and construction. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant shall provide the City with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, or site preparation of the site. If nests are detected onsite the biologist shall devise a construction plan that would allow successful nesting and the applicant shall immediately notify the Engineering Department and Planning Division and provide the City with proof of CDFG consultation(s). The City shall not authorize any activities which may result in site disturbance without CDFG approval. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy

the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

75. MM-A8: The developer shall prepare CC&Rs which shall include specific prohibitions to off-road travel around the site's perimeter and upland areas and prohibitions to travel on the service road. CC&Rs shall be submitted to the Engineering Department for review and approval prior to approval of the Final Map for the corresponding phase of development. The developer shall install street signs indicating such prohibitions. The design and location of the signage shall be subject to review and approval of the Engineering Department prior to approval of the improvement plans for the subdivision. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

76. MM-A9: The developer shall provide kiosk (see IMPACT A2, above) literature that includes pamphlets about prohibited activities including collecting or harassing protected species. The kiosk (see IMPACT A2, above) literature shall also include information on the designated walking trails in the area, restrictions on pets use of trails or non-designated areas off of designated trails. Kiosk literature shall be subject to review and approval of the Planning Department prior to approval of plot plans for homes at the southern portion of the subdivision. Restrictions, if any apply, to hiking/walking on the reservoir service road shall be posted in accordance with requirements of CDFG and the City. If warranted, signs shall be installed prior to signing off on final building permit inspections. CC&Rs for this project shall include a list of invasive species of plant and shall prohibit planting of listed invasive species. CC&Rs shall be submitted to the Engineering Department for review and approval prior to approval of the first Final Map. Landscape plans shall comply with the City Landscaping Ordinance and approved plant list. Compliance with the above requirements shall be confirmed by the Planning Department prior to signing off on final building permit inspections for homes at the southern portion of the subdivision. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP

/ NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

77. MM-A11: Fire break maintenance shall be performed by HOA, GHAD, or individual owners generally within the project's limits and never off-site. This requirement shall be refelected in the CC&Rs for the development and shall be subject to review and approval of the Engineering Department prior to final building permit sign off for homes.

78. MM-A12: Prior to the issuance of a grading permit or site disturbance activities, the developer shall:

    a. Comply with the wetland mitigation required by USACE and RWQCB to compensate for on-site impacts to waters under federal or state jurisdiction.

    b. Provide the Engineering Department and Planning Department with a wetlands delineation approved by the U.S. Army Corps of Engineers (USACE) prior to site disturbance or approval of a grading permit.

    c. Provide the Engineering Department and Planning Department with authorization from USACE and RWQCB for project related impacts to wetlands and other waters of the U.S., or waters of the state prior to site disturbance or approval of a grading permit.

    d. Prepare, in coordination with USACE, a compensatory Wetland Mitigation Plan prior to site disturbance or approval of a grading permit. Jurisdictional areas shall be replaced at a minimum 1:1 ratio through wetland compensation off-site, or wetland protection and creation on-site, to ensure that no net loss of acreage or functions and values to these areas occurs.

    e. Apply for and obtain a Section 404 individual permit from USACE and a 1601 Streambed Alteration Agreement from CDFG prior to site disturbance or approval of a grading permit.

    f. Apply for and obtain the Section 401 water quality certification, or waiver, from the San Francisco Bay Regional Water Quality Control Board prior to site disturbance or approval of a grading permit.

    g. Apply for and obtain a 1601 Streambed Alteration Agreement from CDFG prior to site disturbance or approval of a grading permit.

79. MM-A15: The developer shall retain an arborist prior to grading to mark and map trees classified as mature trees under the City's prevailing regulations at the time

of application for grading permit or else, in the absence of a regulation, by applying a trunk diameter standard of 12 inches or greater. A copy of the arborist's report shall be submitted to the Planning Department for review and approval prior to issuance of a building permit. This information shall be shown on the grading plan for the project. The developer shall replace an equal number of trees (as those trees to be removed with the project) in the immediate vicinity of the reservoir site, reservoir service road, and headwall areas. Tree species and siting shall be determined by the arborist. A copy of the arborist's assessment shall be submitted to the Planning Department and the species selection and planting areas shall be reflected on the landscaping plan for these areas.

80. MM-A16: The developer shall design and construct the off-site reservoir and service road so that they meet requirements of the USFWS/CDFG and do not become impediments to habitat functions used by covered species or barriers to the movement of covered species. Prior to submitting grading and improvement plans for the off-site reservoir, the developer shall provide proof of USFWS/CDFG approval of the design to the Planning Department and Engineering Department. The developer shall perform pre-construction surveys and construction monitoring in regard to development of the recommended off-site utility and service road. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant shall provide the Planning Department and Engineering Department with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, site preparation of the site. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

81. MM-B1: Before issuance of grading permits, a Seismic Analysis Update shall be prepared by a Certified Engineering Geologist retained by the developer, which presents peak horizontal ground acceleration based on current knowledge. All recommendations of ENGEO Incorporated in its geotechnical report dated February 2002 shall also be confirmed or else modified based on the Seismic Analysis Update. The City Engineer independently, or acting upon the recommendation of an independent Certified Engineering Geologist, shall review, approve, or reject for modification, the seismic Analysis Update and recommendations prior to issuance of a grading permit.

82. MM-B2:The developer shall design proposed housing in accordance with provisions of the Building Code in effect at the future time of application for Building Permits. This requirement shall be met, to the satisfaction of the Chief Building Official, prior to approval of a building permit. The project Geotechnical and Civil Engineer shall assign the appropriate "seismic design criteria" for the design of utilities including on-site and off-site water reservoirs. This requirement shall be met, to the satisfaction of the City Engineer, prior to approval of a grading permit. The project Geotechnical and Civil Engineer in cooperation with PG&E shall assign and review seismic design criteria for cut and fill slopes that encroach within the PG&E easement or near power transmission towers. The developer shall provide proof of PG&E approval of the grading plan within the PG&E easement prior to approval of a grading permit.

83. MM-B4: The developer shall implement the following measures addressing landslide and compressible soils impacts:

    a. Sub-excavate compressible colluvium and landslide deposits to bedrock, where feasible, and then backfill with engineered buttress fills, to allow for development of the proposed improvements without exposure of persons or property to avoidable risk of debris flow, compressible soils, and differential settlement.

    b. Construct sub-surface keyways and benches as shown conceptually in Figure 12, through disrupted landslide materials and shear planes into underlying competent materials.

    c. Install sub-drains, as shown conceptually in Figure 12, to drain water from engineered buttress fills.

    d. Size and then construct debris benches or other intervening undeveloped spaces to provide sufficient run-out areas for unmitigated landslides located upslope of the proposed houses, roads, and other improvements.

    e. Construct the surface drainage facilities as determined by the developer's Civil Engineer to collect and control storm water runoff.

    Compliance with the requirements above shall be subject to review and approval of the Engineering Department prior to issuance of a grading permit.

84. MM-B5: The developer shall implement the following measures to ensure property design to prevent landslides:

    a. A complete design-level final geotechnical report and associated field work shall be completed by a Certified Engineering Geologist. The analysis presented in the geotechnical report shall conform to the

California Geological Survey's recommendations presented in the "Guidelines for Evaluating Seismic Hazards in California."

b. Analysis and recommendations in the geotechnical report shall be incorporated into the project's final engineering and design plans and submitted to the City Engineer for review and approval.

c. The report shall identify building techniques appropriate for minimizing seismic damage.

Compliance with the requirements above shall be subject to review and approval of the Engineering Department and Building Division prior to issuance of a grading permit.

85. MM-B6: The developer shall size the width of the debris bench upslope of proposed Lots 95-106 to provide sufficient run-out area to protect Lots 95-106. The developer shall perform additional test pits and/or bores, as recommended in its reports, to enable the actual design dimensions and depth of bedrock east of previous Test Pits TP-37 and TP-38. Additional cross-sections for the area beneath and upslope of Lots 95-106 shall be prepared and submitted with the Grading Plan. The developer shall prepare and submit additional cross-sections (e.g., see Draft EIR, Chapter V.B, Geology & Seismicity, section line E-E' in Figure 11) to address the debris volume and run-out area for the mapped landslides beneath and upslope of the eastern headwalls, Lots 181-183, and Lots 188-190. These additional cross sections shall be submitted with the grading plans. Compliance with this condition shall be subject to review and approval of the Engineering Department prior to issuance of a grading permit.

86. MM-B7: The developer shall prepare and submit a Slope Management Plan to the City Engineer for review and approval prior to the approval of the first Final Map. The Slope Management Plan shall address the following issues:

a. The Slope Management Plan shall identify the kinds of hazards found on the site and areas subject to continuing monitoring, maintenance, repair or supplementation, including areas in private and public ownership.

b. Improvements (e.g., structures, roads, and storm water collection and systems) shall be designed to divert excessive storm water runoff water from on-site slopes and avoid excessive irrigation water on on-site slopes.

c. The Slope Management Plan shall include provisions for periodic inspection and long-term maintenance, episodic repair, and as-needed supplementation of the identified re-graded slopes, repaired landslides, debris benches, v-ditches and storm water diversion headwalls and pipelines.

d. The Slope Management Plan shall identify its purpose, implementing entity, and funding mechanism, which may be a Hazard Abatement District, Homeowners Association (HOA), or another mechanism approved by the City.

e. The Slope Management Plan shall be developed by a Registered Geotechnical Engineer or Certified Engineering Geologist, who shall be responsible for identification re-graded slopes, built structures, or other built or natural features essential for the long-term stability of the fills and cuts.

f. The Program shall include provisions for maintenance and timely remediation of any identified problems within the purview of the Plan, which shall be implemented and funded through the responsible entities.

The Slope Management Plan shall be consistent with the Natural Grassland Element (see Chapters V. D and V.G, pp. V-180 and V-234 & -235). The Natural Grassland Element shall designate where 1) introduced species landscaped areas will be allowed and 2) where natural grassland areas are to be maintained. The undeveloped slopes in the southern portion of the project site, generally above 390 feet msl, will be designated for maintenance as natural grassland in the Natural Grassland Element. Both the Slope Management Plan and Natural Grassland Element shall be incorporated into the Codes, Covenants & Restrictions (CC&Rs) and shall be subject to review and approval of the Engineering Department prior to issuance of the first Final Map. Deed restrictions, easements, or other appropriate legal instruments shall be placed on all re-graded slopes to allow monitoring, maintenance, and remedial activities, and to require the property owners to maintain appropriate landscaping and irrigation procedures. These legal instruments shall be implemented prior to the approval of the first Final Map.

87. MM-B9: The developer shall complete removal of landslide or colluvial deposits within the limits of the project site during remedial grading, unless subsequent supplemental exploration is performed and demonstrates that partial removal would be effective. Building plot plans shall not be issued until compliance with this measure has been verified by the Engineering Department. Final detailed geotechnical design documents shall be subject to review and approval of the City or independent Certified Engineering Geologist retained by the City, the cost of whose services shall be reimbursed by the Project Proponent. Geotechnical design documents shall be subject to review and approval of the Engineering Department prior to issuance of a grading permit. Engineering solutions that shall be included in the final geotechnical report shall include the following:

a. Complete removal (over-excavation) of the landslide deposits, colluvium and unengineered fill material, or else settlement estimates, engineering measures, and/or structural siting guidelines for lots on which underlying compressible materials are left in-place.

b. Slope stabilization measures for potentially unstable landforms that are located upslope of proposed building pads (cross section 'D-D').

c. Calculations of upslope debris volumes and engineering backup for placement and size of debris benches for unrepaired off-site landslides (see Figures 9 or 11 of the DEIR)

d. Cost-benefit analysis for re-construction of off-site unstable slope areas.

e. Structural siting guidelines for lots located downslope from slopes that could remain unstable (avoidance).

88. MM-B11: Building foundations and other improvements (including sidewalks, roads, and utilities) in locations underlain by expansive soils and/or non-engineered fill shall be designed for expansive soil conditions. Design-level geotechnical work (for example, as required by Mitigation Measures for IMPACTS B5 and B6) shall include provisions to ensure that potential damage related to expansive soils and non-uniformly compacted fill are corrected. If warranted by the geotechnical engineer recommendations, the potential effects of expansive soil conditions shall be mitigated by removal of high Plasticity Index (PI) soils and replacement with lower PI soils, and also by designing and constructing improvements to withstand the forces exerted during the expected shrink-swell cycles and settlements. On lots, driveways and streets having both cut and fill, or cut without fill, foundation subgrades and road/driveway subgrades shall be prepared by undercutting and backfilling with a suitable depth of select base material. Undercutting shall extend outward a suitable distance from the road, driveway or foundation foot print. All mitigation measures, design criteria, performance standards and specifications set forth in the geotechnical and soils report shall be implemented with the grading plans and site grading for the project. The geotechnical and soils report shall be subject to review and approval of the Engineering Department prior to the issuance of a grading permit.

89. MM-B12: The applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to be submitted to the City for review and approval prior to issuance of a grading permit. The following measures shall be addressed and incorporated into the SWPPP as necessary to decrease erosion and sedimentation:

a. Grading activities shall be performed generally in the "dry season" (April 15 - October 15) except as otherwise permitted by the grading permit.

b. Interim controls, such as water bars, mulching of exposed slopes, installation of temporary culverts, rock slope protection, sediment traps, silt fences and/or straw wattles consistent with the Association of Bay Area Governments Manual of Standards for Erosion and Sedimentation Control Measures or the San Francisco Bay Region Regional Water

Quality Control Board Erosion and Sediment Control Field Manual shall be implemented.

c. Before grading is concluded, a positive gradient away from the slopes must be established to carry the runoff away from the slopes to areas where erosion and sedimentation can be controlled.

90. MM-C2:The developer shall provide all necessary documentation as required by CCWD for its application for inclusion of the project site in the CVP. The developer shall provide the Engineering Department a copy of a "Will Serve" letter from CCWD for the project prior to the issuance of a grading permit.

91. MM-C3: The developer shall include provisions for direct access for maintenance equipment and permanent easements to enable access to drainage structures including headwalls, catchment basins, and outfalls. These access easements shall be reflected on corresponding final maps for applicable phases of the development. Also see mitigation measure for MM-C4.

92. MM-C4: Developer shall include the following features in the design of drainage infrastructure for the project:

a. Headwalls shall not be designed or constructed to act as detention basins.

b. Headwall areas shall be graded, restored, and then maintained in a manner as to provide natural filtration of the area around each headwall.

c. Headwalls and the outfall shall be designed with appropriate settlement, filtration and energy dissipation features. If deemed appropriate by the City Engineer, a trash rack at the headwall shall be installed to prevent trash and larger debris from entering the pipelines.

d. If deemed appropriate by the City Engineer, the developer shall install 1) dissipaters and plantings at the headwalls and outfall to minimize erosion and provide natural filtration and settling; 2) gabion dissipaters at the outfall to reduce velocity and minimize erosion; 3) Rip rap or gravel beds at the three proposed headwalls along the southern boundary of the project site to reduce flow velocity and allow settling, and; 4) A vegetated buffer area upslope of the headwall to assist filtration and settling.

e. A perpetual funding source, to the satisfaction of the City Engineer, shall be established for maintenance of the proposed on-site detention basin, headwalls and outfalls.

f. The developer shall provide the Engineering Department with proof of infrastructure design approval of the Contra Costa County Flood Control

and Water Conservation District (CCCFCWCD) for infrastructure impacting CCCFCWCD.

The above requirements shall be reflected on improvement plans and shall be subject to review and approval of the Engineering Department prior to the approval of improvement plans.

93. MM-C6: The developer shall provide for or ensure compliance with the following measures:

    a. A SWPPP prepared in accordance with the City's grading ordinance that addresses specific grading activities on the project site, construction of headwalls, outfalls and dissipaters, and restoration of native grass cover on graded slopes.

    b. Implementation of BMPs for erosion control as set forth in the SWPPP, including but not limited to application of soil stabilizers such as hydro-seeding, netting, erosion control mats, and rock slope protection.

    c. Grading shall be performed generally in the "dry season" except as grading in the rainy season (October 15 – April 15) may be allowed in the SWPPP and Grading Permit subject to the approval of the Engineering Department.

    d. Prior to re-establishment of vegetative cover, the developer shall use such temporary measures as fiber rolls along slopes, and silt fences at the boundaries of the construction site adjoining drainageways, as necessary.

    e. To prevent tracking of mud onto adjacent roads and airborne dust, developer shall construct temporary areas of aggregate "mats" over bare soil to create stable areas for off-road vehicles and construction employee vehicles.

    f. Construction entrances and exits shall be equipped with water and temporary collection of rinse water for tire rinsing to remove mud as needed.

    The above requirements shall be actively complied with during construction. Lack of compliance with these requirements will result in a "stop work" order by Engineering Department field/project inspectors.

94. MM-C8: The developer shall submit to the City Engineering Department final detention basin design detail with 14-acre feet of storage (assuming 3:1 graded slopes, and 250-foot msl maximum surface water elevation) and the final HEC-1 hydrological routing calculations for the 100-year, 12-hour, 6-hour, and 3-hour

storms. Design of the detention basin shall be subject to review and approval of the Engineering Department prior to the issuance of a grading permit.

95. MM-C11: It is the City's understanding that the project will provide drainage facilities that will not discharge storm drainage at a higher peak flow than current conditions. If, however, this project does impact the Kirker Creek downstream facilities, then the developer shall pay a fee of $0.68 per square feet for increases in the area of impervious surfaces created for the project that do impact the facilities constructed under this program. Payment, if required, shall be made prior to the City Council's approval of the Final Map.

96. MM-C12: The developer shall prepare a Spill Prevention and Contingency Plan (SPCP) which shall be submitted to the City at the time of application for a Grading Permit. The SPCP shall be subject to review and approval of the Engineering Department prior to the issuance of a grading permit. The developer shall agree to (and the SPCP shall address):

    a. Implement BMPs and provisions for emergency notification procedures and response contingencies, spill clean up kits, secure storage of hazardous materials, designated sanitary waste bins.

    b. Use commercial equipment refueling on the project site and further agrees not to store diesel fuel or gasoline on-site.

    c. Notify contractors and provide copies of the SWPPP and SPCP for all contractors.

    d. Provide guidelines for contractor handling of waste paints, waste adhesives, and other hazardous materials. Such materials generally shall not be stored on the project site, or if stored, said storage shall be inside secure, covered storage structure and limited to compatible materials. Storage of hazardous materials above exempt quantities requires permit and Hazardous Materials Business Plan from Contra Costa County Department of Environmental Health.

97. MM-C13: The developer shall implement the following measures to ensure long term operations and maintenance of on-site drainage systems:

    a. A perpetual funding source for periodic maintenance of the proposed detention basin, headwalls, and outfalls shall be created through agreement between the developer and City of Pittsburg.

    b. An Operation and Maintenance Manual for periodic monitoring and maintenance of the detention basin, headwalls, open channel and outfalls. The manual should be written clearly so it could function as a complete guide for any commercial or public works maintenance entity.

c. BMPs and public awareness measures to limit or reduce such potential pollution and prevent some from entering the drainage system.

d. Before construction of the detention basin, headwalls, and outfalls, the funding source (for long-term monitoring, implementation of BMPs and public awareness programs, and maintenance of passive treatment BMPs) shall be established, subject to the review and approval of the City Engineer. The developer shall submit the O&M Manual to the City Engineer for review and approval prior to approval of grading plans for the detention basin.

98. MM-D1: The developer shall modify the roof color-palette to substitute natural, terrain-neutral color and restrict terra cotta or clay roof tiles on certain lots including proposed Lots 126-136, 206, 268, 300-309, 344-346, and all other lots generally above 350 feet msl. Also, the palette for proposed lots north of the Buchanan Bypass should be consistent with Highlands Ranch. Require Codes, Covenants & Restrictions that prohibit or limit roofing color changes by future owners. The developer shall modify the stucco and exterior trim color-palette to substitute more saturated terrain-neutral exterior colors and restrict white or light reflective exterior colors on certain lots. The palette for proposed lots north of the Buchanan Bypass should be consistent with Highlands Ranch. Require Codes, Covenants & Restrictions that prohibit or limit stucco or exterior paint color changes by future owners. These modifications shall be subject to review and approval of the Planning Department prior to approval of a building permit.

99. MM-D2: The developer shall prepare a design supplement, herein called a "Natural Grassland Element," to illustrate 1) where landscaped areas will be allowed and 2) where natural grassland areas are to be maintained as shown, for example, on Page V-175, Figure 19 of the DEIR. The developer shall Incorporate the requirements of the "Natural Grassland Element" into the Codes, Covenants & Restrictions (CC&Rs) that prohibit introduced species on designated graded slopes and other designated as natural grassland areas. Codes, Covenants & Restrictions shall control the following:

a. landscaping of slopes on specific lots (such as, for example, Lots 127-137, Lots 307, 308 and 379-381, and other undeveloped slopes in the southern portion of the project site generally above 390 feet msl) to achieve a sense of connection with the adjoining open grassy hills and ravines. The CC&Rs shall prohibit the planting of species such as ivy, ice plant, shrubs and trees on the slopes on these specific lots.

b. fences on the slopes on specific lots (such as, for example, Lots 127-137 and Lots 307, 308 and 379-381) to maintain an open look of continuous, uninterrupted grassy contours. To maintain an open quality, solid fences on the slopes on these specific lots shall be prohibited; transparent, open

fences are acceptable in lieu of solid fence designs. Chain link fencing shall not be an option for an open fence.

The above requirements shall be subject to the review and approval of the Planning Department and shall be implemeted prior to approval of building plot plans.

100. MM-D3: Rear elevations of proposed houses on Lots 128-132 shall incorporate reduced window area to assure consistency of proposed window area on rear elevations with the design objective of avoiding a new source of substantial glare. This requirement shall be reflected on the building plans and subject to review and approval of the Planning Department prior to issuance of a building permit.

101. MM-D4: The developer shall use full cutoff street luminaires to direct light downward for outdoor fixtures on streets, homes and public open spaces. "Full cutoff" luminaire means a luminaire that allows no direct light emissions above a horizontal plane through the luminaire's lowest light-emitting part. The developer shall prepare a plan which shows the proposed height, location, and intensity of street lights on-site. The plan shall comply with minimum standards for roadway lighting, and shall be reviewed and approved by the Planning Department prior to the approval of lighting plans and architectural drawings for homes. Light fixture design requirements identified in MM-E1 shall comply with the above requirements. Codes, Covenants & Restrictions (CC&Rs) shall restrict the use of flood lighting and landscape lighting on the slopes and yards of specific lots (such as, for example, Lots 127-137 and Lots 307, 308 and 379-381) to avoid light "trespass" or "spill" and excessive illumination levels and shall prohibit continuous all-night exterior lighting throughout the project.

102. MM-E2: Additional pedestrian connections shall be implemented as specified in condition 17 of this resolution.

103. MM-G1:The developer shall design, construct and pay for an on-site mini-park with swings and other play apparatus, and tennis courts within the subdivision. The site shall be in the location or vicinity of Lots 181-190 or as otherwise approved by the City Engineer. The design of the park shall be subject to review and approval of the Engineering Department and shall be subject to final approval by the Recreation Commission prior to the approval of a final map for the corresponding phase of development. Park improvements shall be completed prior to the acceptance of subdivision improvements for the development phase.

104. MM-G2: The developer shall pay an in lieu park fee, or dedicate park land, or perform a combination of both, equivalent to 5.89 acres (1.42 acres per 100 dwelling units) as required by the City Engineer. In the event that open space is dedicated under one of the alternatives to the proposed project, such dedication of open space shall not be counted as park land dedication. In Lieu park fees

shall be paid prior to the recordation of the first final map. The developer shall protect right-of-way across the entire 110-foot width of the combined PG&E and Kinder Morgan Energy Partners easements, for future development of an east-west trail connection with Black Diamond Mines Regional Preserve (BDMRP). Protection of the trail right-of-way may be counted in the future as part of the developer's park land dedication requirement, subject to the City Engineer, only at that time when trail improvements are made, and only for that portion of the right-of-way on which trail improvements are actually made.

105. MM-G3: The developer shall implement the following measures prior to site disturbance to minimize biological impacts resulting from the construction of the new park or trails:

    a. Perform compensatory mitigation measures as described in Chapter V.A, Biology & Wetlands of the EIR.

    b. Construct appropriate permanent barriers around all on-site park areas, to prevent movement of terrestrial wildlife across these areas.

    c. Retain a qualified biologist to perform appropriate pre-construction or nesting surveys before constructing on-site park or trail improvements.

    Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

106. MM-G4: Off site construction activities shall limit hours of construction to avoid nighttime construction through residential neighborhoods. The developer shall use trench cover plates to maintain open lanes of travel on Buchanan Road during the peak commute hours and implement dust control and street cleaning measures to control fugitive dust.

107. MM-G5: Prior to starting construction on the water reservoir needed for the project, the developer shall retain a qualified biologist to perform appropriate pre-construction or nesting surveys and perform compensatory mitigation measures, as needed and described in Chapter V.A, Biology & Wetlands. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees

associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

108. MM-G6: Prior to starting construction on the off site water reservoir and service road improvements needed for the project, the developer shall retain a qualified biologist to perform appropriate pre-construction or nesting surveys. The developer shall perform compensatory mitigation measures, as described in Chapter V.A, Biology & Wetlands, for additional acreage estimated in the amount of 2.5 acres, or three times the acreage used for the reservoir and service road, whichever is less. The developer shall comply with these requirements prior to the issuance of a grading permit or site disturbance associated with construction of the reservoir. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

109. MM-G7: The developer shall provide sanitary connections on Lots 162-204 to connect to a lateral that has gravity flow to the collection system in Black Diamond Ranch. In the event the City Engineer determines a gravity flow collection system is infeasible, noise generated from sewer lift stations shall not exceed 65 dB CNEL at the property line of the lift station. This design shall be subject to review and approval of the Engineering Department prior to the approval of improvement plans and the first final map.

110. MM-G8: The developer shall implement the following measure to mitigate for biological impacts resulting from construction of the detention basin:

    a. Perform compensatory mitigation measures as described in Chapter V.A, Biology & Wetlands.

    b. Construct appropriate permanent barriers around all on-site park areas, to prevent movement of terrestrial wildlife across these areas.

    c. Retain a qualified biologist to perform appropriate pre-construction or nesting surveys before constructing on-site park or trail improvements.

    Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy

the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.

111. MM-G12: The developer shall construct or pay for the off-site improvements described in Chapter V.I, Community Noise.

112. MM-G13: The developer shall provide a copy of a "Will Serve" letter from CCWA for the project prior to the issuance of the first building permit.

113. MM-G14: The developer shall implement the following water conservation measures:

    a. Provide hot-water-pipe insulation and installation of a hot-water-recirculation device or other device or design to provide hot water to tap within 15 seconds, install 1.6 gallons-per-flush, ultra-low-flow toilets, and install water-saving showerheads using 2.5 gallons per minute or less. These features shall be shown on the building plans prior to issuance of a building permit.

    b. Prepare a design supplement, herein called a "Natural Grassland Element," to illustrate 1) where landscaped areas will be allowed and 2) where natural grassland areas are to be maintained. Incorporate a Natural Grassland Element into the Codes, Covenants & Restrictions (CC&Rs) that prohibit introduced species on designated graded slopes and other designated as natural grassland areas (also see MM-E1#4). The Natural Grassland Element shall be subject to review and approval of the Planning Department prior to approval of in-tract landscaping plans.

    c. Prepare CC&Rs to address landscape guidelines that feature water-conserving concepts and a list of drought-tolerant, low water use plants (see Draft EIR, Appendix F). CC&Rs shall be submitted to the Planning Department for review and approval before the approval of the first Final Map.

114. MM-G15: The developer shall isolate sewers under construction with sewer plugs or temporary grates left in-place until new sewers are fully cleaned and accepted by the City and shall register sewer plugs and ropes with the Engineering Department prior to construction.

115. MM-H1: The developer shall pay a fair share for modification of the eastbound California Avenue approach to provide an additional through lane and pay a fair share for provision of right-turn overlap phasing for the northbound right-turn movement. Payment shall be made prior to the issuance of the first building permit for the project.

116. MM-H2: Developer shall pay a fair share for modification of the northbound Loveridge Road approach at the ramps for provision of a separate right-turn lane. Payment shall be made prior to the issuance of the first building permit for the project.

117. MM-H3:The developer shall pay a fair share for provision of an additional southbound left-turn lane and eastbound receiving lanes on the east leg of intersection #8 (Loveridge Road/Buchanan Road) to accommodate the two left-turn lanes followed by a merge to one lane. Optionally, the developer shall pay a fair share for provision of additional through-travel lanes on Buchanan Road from Loveridge Road to Ventura Drive, for a total of two eastbound and two westbound. In implementing this mitigation measure, the City shall preserve existing bicycle lanes. Alternatively, the developer shall limit the subdivision to no more than 207 units until the opening of the Buchanan Bypass for through-traffic connection. This measure shall be implemented prior to the issuance of the first building permit for the project.

118. MM-H4: The developer shall pay a fair share towards the following improvements for Intersection #9 (Buchanan Road/Ventura Drive): the eastbound approach shall be re-striped to accommodate two through lanes from west of Ventura Avenue to east of Meadows Drive followed by a merge back to one lane. In implementing this measure, the City shall preserve the existing bicycle lanes. This striping will be permanent until the bypass is opened. This measure shall be implemented prior to the issuance of the first building permit for the project.

119. MM-H6: The developer shall pay a fair share for modification of the northbound Somersville Road approach and eastbound Buchanan Road approach for provision of an additional left-turn lane on each approach. The amount shall be determined by the City of Pittsburg in cooperation with the affected jurisdiction, the City of Antioch. Payment shall be made prior to the issuance of the first building permit for the project.

120. MM-H7: The Developer shall not construct more than 353 units, Prior to opening of the Buchanan Road Bypass, unless an alternative access to Buchanan Road from the Buchanan Road Bypass is provided via Standard Oil Avenue. If the developer constructs the future Standard Oil Avenue between Buchanan Road and the Buchanan Bypass it shall be to the standards required by the City of Antioch and as approved by the City Engineer (four lanes are expected). To discourage use of Ventura Drive, the developer shall construct a Neighborhood Diverter on Ventura Drive near the mouth of Buchanan Bypass. The design shall be approved by the City of Pittsburg. City shall not issue building permits for more than 353 units unless it is shown through professional traffic counting that the AADT on Ventura Drive, between Jensen/Rangewood and Meadows Avenue, will not exceed 5,000 vpd.

121. MM-H8: The developer shall pay up to 100 percent of the cost, or a fair share if other future projects could have a similar effect, for a Neighborhood Diverter which meets the City of Pittsburg's criteria, to discourage through traffic on Ventura Drive north of Buchanan Road. This measure shall be implemented prior to the issuance of the first building permit for the project.

122. MM-H9: The developer shall pay for modification of the northbound left-turn on the Ventura Drive approach at Buchanan Road for provision of 250 feet of stacking, appropriate deceleration length, and transitions. Payment shall be made prior to the issuance of the first building permit for the project.

123. MM-H11: The developer shall construct a suitable EVA across Lot 191 as recommended by CCCFPD. This EVA shall be accessible to emergency vehicles only and shall not be accessible to any other on road or off-road vehicular traffic. The design of the EVA access shall be subject to review and approval of the Engineering Department prior to the approval of a final map for the phase of development corresponding with the location of the EVA.

124. MM-H14: The developer shall pay a fair share for modification of the northbound Loveridge Road approach to Leland Road (Intersection #3) for provision of a separate left-turn lane. Payment shall be made prior to the issuance of the first building permit for the project.

125. MM-H15: The developer shall pay a fair share for modification of the northbound Railroad Avenue approach at Buchanan Road (Intersection #6) for provision of two northbound right-turn lanes with overlap phasing. Payment shall be made prior to the issuance of the first building permit for the project.

126. MM-H16: The developer shall pay a fair share for provision of two travel lanes in each of the eastbound and westbound directions for Harbor Street and Buchanan Road (Intersection #7). Payment shall be made prior to the issuance of the first building permit for the project.

127. MM-H17: The developer shall pay a fair share for provision of two southbound left-turn lanes and eastbound receiving lanes on the east leg of the Loveridge Road/Buchanan Road intersection (Intersection #8) to accommodate the two left-turn lanes followed by a merge to one lane. As an alternative to this mitigation, the developer can limit the subdivision to no more than 207 units until the opening of the Buchanan Bypass. This measure shall be implemented prior to the issuance of the first building permit for the project.

128. MM-M20: The developer shall construct the Buchanan Bypass with the median in place even in the early phase before future opening of the bypass for through-traffic connection. The section of the bypass built within the project shall include provisions for U-turns west of "M" Street-"D" Street. This measure shall be implemented prior to the issuance of the first building permit for the project.

129. MM-H24: Intersection design for Kirker Pass Road/Buchanan Road Bypass (Intersection #15) as part of the bypass shall ensure that the intersection would operate with acceptable levels of service.

130. MM-H25: The developer shall construct traffic-calming features on the five block section of Ventura Drive, between Meadows Avenue and Rangewood Drive. Traffic-calming features shall be consistent with the measures listed in the City's Traffic-Calming Policy and their design shall be approved by the City Engineer. This measure shall be implemented prior to the issuance of the first building permit for the project.

131. MM-H26: The developer shall implement the following measures to minimize the impact of steep street grades within the subdivision:

a. The developer shall not construct curb cuts for driveways along the frontage of "B" Street between the Buchanan Bypass and "J" Court/"A" Street or along Ventura Drive within 300 feet of the Buchanan Bypass. Proposed Lots 11-17 and proposed Lots 235 and 236, proposed Lots 257-262, and proposed Lot 297 may not be developed as shown on the Vesting Tentative Map, unless either 1) alternative access is provided, for example, by way of modified flag lot designs with shared driveways on "J" Court,"A" Street, or Canyon Oaks Court, or 2) "B" Street is re-designed for traffic calming.

b. The developer's redesign for purpose of recovering land area for developable lots may be considered by the Engineering Department only if redesign provides grade reduction below 14 percent, safety advantages, or other environmental benefits.

c. The developer shall pave "B" Street between the Buchanan Bypass and "J" Court/"A" Street with a scored concrete all-weather surface, with section details and scoring pattern and depth subject to the approval of the City Engineer.

d. The developer shall construct and sign all-way stops at the intersections of "B" Street with "A" Street/"J" Court and "K" Court.

e. The developer's redesign of "B" Street and Ventura Drive, and their related intersections at "K" Court, "J" Court, and the Buchanan Bypass, if one is submitted, may be considered at the discretion of the Engineering Department within the "B" Street Traffic-Calming Design Zone (see Draft EIR, Chapter V.H, Traffic & Circulation, Figure 26).

The above measures shall be reflected on the improvement plans and final map for the corresponding phase of development.

132. MM-H27: The developer shall not 1) construct any driveway curb cuts within 150 feet, or 300 feet in the case of "B" Street," from the edge of curb of the Buchanan Bypass or 2) allow any on-street parking within 150-feet of the edge of curb of the Buchanan Bypass, on "B" Street, "D" Street, "M" Street, and Ventura Drive. This would result in elimination of proposed Lots 11, 17, 18, 72, 73, 257, and 381 and review or adjustment of driveway locations for proposed Lots 12, 16, 19, 71, 74, 258, and 380. These revisions shall be subject to review and approval of the Engineering Department prior to the approval of the final map for the corresponding phase of development.

133. MM-H28: The developer shall adjust the lot lines of proposed Lots 257, 258, and 259, to accommodate provisions for the "B" Street/Buchanan Bypass intersection as stated above; and shall adjust proposed Lot 11, to accommodate additional right- of-way width for a right-turn turnout from the Buchanan Bypass into Ventura Drive. These revisions shall be subject to review and approval of the Engineering Department prior to the approval of the final map for the corresponding phase of development.

134. MM-I1: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install the following:

a. An improved side yard return segment, either a fence or wall, for the backyard at 1485 Autumnwind Court.

b. Sound-insulating windows for noise-exposed windows in the second-stories of 1457, 1473, and 1485 Autumnwind Court, to reduce the interior Ldn to 45 dBA, or below, as determined by the approved sound study.

Plans for the new windows and wall/fence shall be submitted with building permits for the new fence/wall and windows. The above requirements shall be implemented prior to City's issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.

135. MM-I2: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install the following:

a. A 6-foot tall overlapped board fence along the southern property line in the backyard of 1555 Ventura Drive.

b. Sound-insulating windows for noise-exposed windows in the 1-story, ranch-style house at 1555 Ventura Drive, to reduce the interior Ldn to 45 dBA as determined by the approved sound study.

The above requirements shall be implemented prior to City's issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.

136. MM-I3: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall retrofit windows for seven (7) houses facing Ventura Drive, between Rangewood Drive and Glen Canyon Circle or Drive, and other houses having frontages along Ventura Drive in Highlands Ranch having a line-of-sight to Ventura Drive if interior noise (Ldn) exceeds 45 dBA as determined by the approved sound study. New windows shall be installed prior to issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.

137. MM-I4: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install an improved backyard return segment, either a matching masonry return wall or an improved fence as determined by the approved sound study, for sound impacts for houses at 9 Saddlehorn Court and 511, 529 and 531 Silver Saddle Drive. New windows shall be installed prior to issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.

138. MM-I5: The developer shall provide an off-site sound wall along Buchanan Road in the vicinity of the mobile home park located in Antioch (receptor location 6).

139. MM-I7: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install acoustic-rated windows or sliding glass doors on exposed first-story and second-story elevations for homes located at 1707 and 1711 Ventura Drive, and five additional houses between Rangewood Road and Glen Canyon Circle or Drive, to assure interior sound levels would be less than 45 dBA, as determined by the approved sound study. New windows shall be installed prior to issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.

140. MM-I8: The developer shall prepare Construction Specifications that will be become part of contractor documents and which could be enforced by the City of Pittsburg Building Division on an as-needed basis. The Construction Specifications will require that the Contractor perform the following tasks:

    a. Limit construction activities to the hours between 7:30 a.m. and 7:00 p.m. on weekdays, and between 9:00 a.m. and 6:00 p.m. on Saturdays and Sundays. No construction shall take place on federal holidays.

    b. Locate fixed construction equipment such as compressors and generators as far as feasibly possible from sensitive receptors (i.e., existing houses).

    c. Shroud or shield all impact tools, and muffle or shield all intake and exhaust ports on power construction equipment.

    These specifications shall be reflected on the grading plan and building plan submittals and shall be subject to review and approval of the Planning Department prior to the issuance of grading or building permits.

141. MM-I10: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall construct/install the following:

    a. A sound wall to attenuate sound to acceptable levels as determined by the approved sound study for homes located at sensitive receptor locations 7, 8 and 9A as presented in Impact I10 of the DEIR. The wall design shall be subject to review and approval of the Planning Department prior to the

approval of improvement plans for the corresponding phase of development in the vicinity of sensitive receptor locations 7, 8, and 9A.

b. Acoustic-rated windows, sliding glass doors or entryway doors, adequate to provide an interior noise level of 45 dBA or lower for lots 18, 29-37, 72, 234-237, 256, 259-262, and 297. Sound transmission control ratings for windows shall be referenced on the building plans for these homes and shall comply with the recommendations of the approved sound study.

142. MM-I12: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall:

a. Re-design proposed Lots 257 and 258 for location farther south from the proposed Buchanan Bypass and to extend a return wall segment south along "B" Street or as directed by the approved acoustic study. The position of the wall shall not interfere with the driver line-of-sight toward the west along the bypass. This redesigned lots and extended wall shall be reflected on the final map and improvement plans for the corresponding phase of development.

b. Install windows, sliding glass doors or entryway doors upgraded with acoustic-ratings adequate to provide an interior Ldn of 45 dBA, or lower, for the first- and second-stories of houses on Lots 257 and 258. Sound transmission control ratings for windows shall be referenced on the building plans for these homes and shall comply with the recommendations of the approved sound study.

143. MM-I14: The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall:

a. Install a 6-foot tall sound wall or fence of overlapping boards and acoustic-rated windows at noise-exposed second stories generally at Lots 127-138 in Black Diamond Ranch.

b. The developer shall submit plans demonstrating compliance with this condition satisfactory to the Planning Department prior to submitting plans to the City of Antioch for building permit approval. A copy of the approved plans by the City of Antioch shall be submitted to the Planning Department prior to the issuance of a building permit for the project.

These requirements may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners for the implementation of these measures.

144. MM-J1: The developer shall install natural gas-fired aesthetic fireplaces. Wood-burning in EPA-certified Phase II fireplace inserts, other EPA-certified Phase II appliances, or EPA-exempt pelletized-wood stoves shall be prohibited. Natural gas fireplaces shall be noted on building plan submittals for homes.

145. MM-J2: The developer shall implement the following measures to reduce dust during construction and grading:

a. Perform active grading operations with watering at least 3 times per day including watering of any unpaved roads.

b. Limit off-road speeds to 15 mph on the project site.

c. Pave roads before deliveries of concrete or other construction materials are made to the lots.-Hydroseed or apply (non-toxic) soil stabilizer to inactive construction areas (previously graded areas inactive for ten days or more) or apply water daily.

d. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (soil, sand, cement, or aggregate materials.)

e. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.

f. Replant suitable grassland vegetation in disturbed areas as soon as feasible.

Failure to comply with this measure shall result in a "stop work" order on grading activities.

146. MM-J3: The developer shall implement the following measures if grading is located within 500 feet of existing residences:

a. Perform grading operations with more frequent watering than three time daily watering, including watering on demand to keep surface soil moist or crusted at all times.

b. Install and operate a temporary wind vane and anemometer during the grading. Developer shall suspend grading operations if adverse winds over 25 mph are blowing dust to any occupied residence.

c. Provide perimeter dust monitoring for grading operations within 500 feet of an occupied dwelling. Monitoring reports shall be prepared and submitted daily to the City's Engineering Department.

Failure to comply with this measure shall result in a "stop work" order on grading activities.

147. MM-J4: Developer shall ensure that particle filters are properly installed and maintained on diesel earthmoving equipment including excavators, earthmovers, and compactors. A copy of invoices documenting that all equipment has been properly installed and maintained shall be made available to the City upon request. Failure to comply with this condition shall result in a "stop work" order on grading activities.

148. MM-J5: The developer shall comply with State of California Code of Regulations, Title 17, Section 93105, is an Asbestos Air Toxic Control Measures (ATCMs) to minimize or avoid naturally-occurring asbestos in grading dust. When applying for a general exemption from the ATCM via a geologic exemption, the developer shall contact the BAAQMD prior to submitting an exemption application. Proof of this correspondence with the BAAQMD shall be submitted to the Planning Department prior to the issuance of a grading permit.

149. MM-J6: The developer shall implement the following measures to reduce ROG (Reactive Organic Gasses):

a. Design and construct garages with electrical hookups for recharging electric-powered or hybrid vehicles. These hookups shall be noted on the building plans for the new homes.

b. The developer shall require and employ architectural coatings with reduced-VOC (5 percent reduction in emission of ROG from painting). This specification shall be noted on building plans for new homes. Supplementary documentation to verify compliance shall be submitted to the Planning Department upon request.

c. The developer shall include as mandatory provisions of the CC&Rs restrictions to reduce on-site handling of gasoline.

d. The developer shall encourage homebuyers to use push-reel or electric-powered lawn mowers through dissemination of air/water pollution information pamphlets. This information shall be included with the brochure for water efficient landscaping techniques required by PMC §18.84.320. CC&Rs shall prohibit on-site refueling of vehicles or storage of gasoline in excess of 1-gallon.

150. MM-K1: The developer shall comply with the following measures to reduce exposure risk of residents and homes on "D" Street, "D" Court, and "C" Court to wildland fire risk on the Urban Wildland Interface:

a. Include emergency service provisions on the recommended Zone III/IV reservoir service road. Such provisions shall include suitable driving surface, grade and turnaround for fire engines and hydrants. This feature shall be subject to review and approval of the Engineering Department prior to the approval of the improvement plans for the corresponding phase of development.

b. Provide access to open space at the site's perimeter. To accommodate this access the developer shall provide additional EVAs at locations to be selected by the Contra Costa County Fire Protection District and City Engineering. One EVA acceptable location is Lot 191 connecting to Markley Creek Drive in Black Diamond Ranch. These features shall be subject to review and approval of the Engineering Department prior to the approval of the improvement plans for the corresponding phase of development.

c. Disclose the Natural Hazard Disclosure (Fire) Map to home buyers, along with public information including PRC 4291 and/or landscape, defensible space, and fuel break requirements equivalent in content. This information shall be made available to homebuyers at sales trailer(s) and shall be made available upon request of the Planning Department. The Planning Department shall not sign off on additional building plot plans if it determines that this measure is not being complied with.

151. MM-K2: The developer shall avoid siting the smallest-sized lots along the Urban Wildland Interface (UWI) or provide a buffer setback between the lots and the (UWI). The developer shall re-design "C" Court as a single-loaded street with Lots 176-180 along its north side and tennis courts, picnic area, or a tot park on its south side. These modifications shall be subject to review and approval of the Planning Department prior to approval of final maps along the UWI.

152. MM-K3: The developer shall construct all residences with residential fire sprinklers. Installation shall be as per NFPA #13D with the addition of sprinklers in the attics, garages, bathrooms, and closets. A four (4) head hydraulic calculation shall be used. All roofs shall be constructed with Class A rated roof assemblies. These features shall be shown on the building plans for homes.

153. MM-K4: The developer shall avoid new development within 100 horizontal feet from the PG&E easement centerline. Lots shall be adjusted to reflect this requirement and shall be subject to review and approval of the Engineering Department prior to the approval of final maps for the corresponding phase of development.

154. MM-K5: Building pad elevations shall be a minimum of 30 vertical feet from the ground to the existing PG&E transmission lines. Lots 76, 304-306, and 228-233 shall be graded to have a minimum 30 foot vertical clearance form the ground to existing PG&E transmission lines. The developer shall modify pad elevations to meet this requirement and provide exhibits, acceptable by the Planning Department, demonstrating compliance with this measure. This measure shall be subject to review and approval of the Planning Department prior to approval of a final map for the corresponding phase of development.

155. MM-K6: The developer shall provided vehicle access to the easternmost power transmission corridor from "B" Street and avoid cross-fencing of the easement to permit unimpeded service access at all times. This modification to the map shall be subject to review and approval of the Planning Department prior to approval of a final map for the corresponding phase of development.

156. MM-K7: The developer shall modify lot lines of proposed Lot 77 and proposed Lots 228-233, 236, 260, 305-306, 309, 342-343, and 378, to avoid cross-fencing of the petroleum pipeline easement and preserve unimpaired physical and visual access. These modifications to the map shall be subject to review and approval of the Planning Department prior to approval of a final map for the corresponding phase of development. The developer shall identify a relocation site for the relocated Zone II water reservoir near the end of "A" Court, in such a manner as to preserve physical and visual access to the petroleum product pipeline. The final location shall be subject to the review and approval of the City Engineer and shall occur as required with water infrastructure needs for the project identified in the City's Water Master Plan.

157. MM-K8: The developer shall preserve the PG&E and Kinder Morgan Energy Partners easements outside of private lots. Infrastructure that overlaps the easements, such as the detention basin, water reservoir, "B" Street and "D" Street, common or parking areas, or a future trail, may be acceptable within the easement provided such infrastructure does not impair physical and visual access to the pipeline. Adjustments to the easement line shall be subject to review and approval of the Engineering Department prior to approval of a final map for the corresponding phase of development. The developer shall provide suitable disclosures of the presence of the petroleum product pipeline to future buyers of lots within a specified distance of the pipeline, including all lots located downslope of the pipeline and additional lots to be determined by City staff. This disclosure shall be made available at the home sales trailer(s) and included with all informational brochure packets for homes. The Planning Department shall not sign off on additional building plot plans if it determines that this measure is not being complied with.

158. MM-L1: The developer shall implement the following measures should archaeological or cultural resources are discovered during grading:

a. Upon discovery of cultural resources, the grading contractor shall halt grading within a radius of 50 feet of the find and will call the Planning Department, a qualified archaeologist and the Native American Heritage Commission (or local California Indian). The developer shall provide the Planning Department with proof of correspondence with a qualified archaeologist and the Native American Heritage Commission (or local California Indian). Grading shall not continue until notice is given by the Planning Department to proceed.

b. The developer shall notify the Planning Department and Native American heritage Commission within 24 hours if any potentially significant cultural materials are encountered by the archaeologist.

c. Following examination of the find, the archaeologist will examine the find and make appropriate recommendations regarding the significance of the find and the appropriate mitigation. Recommendations could include collection, recordation and analysis of any significant cultural materials. A Report of Findings prepared by the archaeologist, documenting any data recovered during his/her monitoring, would be submitted to the City Planning Department on a monthly basis.

159. MM-L2: In the event that human skeletal remains are encountered, the contractor shall immediately halt excavation or disturbance of the burial site or any nearby area reasonably suspected to overlie adjacent human remains and notify the County Coroner and Director of Planning. Excavation or disturbance shall remain suspended until the investigation of the County Coroner has been completed and recommendations of the coroner have been completely implemented including the conditional procedures outlined on the following page.

Section 5. The Conditions Imposed Substantially Advance a Legitimate Governmental Interest and are Roughly Proportional to the Burdens Created by the Subdivision.

A. In the case of Dolan vs. City of Tigard (1994) 114 SCt 2309, the United States Supreme Court expanded on the findings a local agency must make when it imposes a condition on development which constitutes a taking of a possessory interest in real property. To withstand constitutional challenge, Dolan requires the agency show that the condition substantially advances a legitimate governmental interest and does not deny an owner economically viable use of his property. Additionally, the agency must demonstrate that the benefits from the condition are roughly proportional to the burdens created by the project.

B. Fees, Exactions and Off-Site Improvements. The City has a legitimate governmental interest in ensuring that school districts (PUSD), utilities districts (DDSD, CCWD) and emergency services providers (CCCFPD) receive adequate funding to ensure that their facilities and services may be expanded, improved or upgraded in

accordance with demands created by new development. General Plan policies have been designed to require developers to pay the fair share costs to fund the increase in demand for services that their projects create, in order to ensure that development "pays its own way" and does not divert, to a specific project-related improvement, general revenue funds that would otherwise benefit residents citywide.

C. Dedication of Curb, Gutter, Sidewalk and Right-of-Way. The City has a legitimate governmental interest in providing safe streets of a consistent design and in compliance with Engineering Department standards. Installation of curb, gutter, and sidewalk will allow safer pedestrian and bicycle movement within the development. Design of streets and roads in accordance with Engineering Department standards also ensures safe access for maintenance of public utilities and facilities.

D. Stormwater System. The City has a legitimate governmental interest in providing an adequate storm water system to mitigate flooding conditions in a flood zone area.

E. Undergrounding Utility Lines and Boxes. The City has a legitimate governmental interest in creating aesthetically pleasing roadways, reducing fire hazards associated with overhead utility lines, increasing neighborhood property values and maintaining unrestricted views.

1. Aesthetic Considerations: Undergrounding of utilities, including boxes and transmission lines, will reduce visual clutter within the subdivision and improve views of the City. It will also contribute to creating uninterrupted views of the southern hills from properties within the subdivision.

Section 6. The Improvements are Reasonably Necessary to Meet the Needs of the Public Arising as a Result of the Subdivision

An improvement imposed as a condition of approval of a tentative map is valid to the extent that it is not excessive. An improvement is not considered excessive if it is reasonably necessary to meet public needs arising as a result of the subdivision (Government Code section 66465.4 (a)). As an additional finding, the Planning Commission hereby finds that the improvements described in section 4, above, are reasonably necessary to meet the needs of the public arising as a result of the Sky Ranch II Residential Development, as further described above.

Section 7. Effective Date

This resolution shall take effect upon LAFCO approval of annexation of the project site to the City of Pittsburg.

On motion by Commissioner _____, seconded by Commissioner ____, the foregoing resolution was passed and adopted the 8th day of May, 2007, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

I hereby attest the above signature and certify that the above Resolution No. 9711 was adopted by the Planning Commission of the City of Pittsburg on May 8, 2007.

_____
MELISSA AYRES, SECRETARY
PITTSBURG PLANNING COMMISSION

ATTACHMENT 3

PROPOSED
BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution for Design Review Approval of Proposed Home Designs for a 415-Lot Residential Subdivision to be Located at the Terminus of Ventura Drive, South of the Highlands Ranch Subdivision For "Sky Ranch II Residential Subdivision. (DR-02-48)."	)	Resolution No. 9712

The Planning Commission DOES Resolve as follows:

Section 1. Background

A. On July 23, 2004, Albert Seeno III, of Discovery Builders (the "applicant") filed Design Review Application No. DR-02-48 in accordance with Chapter 18.12 of the Pittsburg Municipal Code (PMC), requesting design review approval of architectural plans and elevations for 415 single-family residential units to be constructed in Tract No. 8475 to be located at the terminus of Ventura Drive, south of the Highlands Ranch subdivision; APNs 089-050-067 & 042 (and portions of Highlands Ranch).

B. In conjunction with this request, the applicant simultaneously filed applications requesting that the property be prezoned and that a vesting tentative map be approved thereon to allow the subdivision of the land to create 415 single-family lots (Tract 8475). This land is currently outside the City limits and must be annexed to the City prior to any actions by this Commission taking affect on this project.

C. On May 8, 2007, the Planning Commission adopted Resolution No. 9710 recommending that the Council prezone the subject property to RS-6-O (Single Family with and Overlay) District. The proposed zoning district, if adopted, would establish development standards to guide development of this property if it is ultimately annexed into the City of Pittsburg.

D. This design review approval is contingent on the Commission's approval of Vesting Tentative Map 8475, the Council's final approval to prezone the property and LAFCO approval of annexation of the project site to the City of Pittsburg, Delta Diablo Sanitation District (DDSD) and Contra Costa Water District (CCWD).

E. An environmental impact report (EIR) was prepared for this project (SCH # 2004112092). On October 2, 2006, the City Council adopted Resolution No. 06-

10632 certifying that the final environmental impact report (FEIR) was prepared in accordance with CEQA and the State CEQA Guidelines. The proposed Vesting Tentative Map is consistent with Alternative 2 of the FEIR.

F. The applicant is proposing five floor plans featuring two, single story and three, two story designs. Each proposed floor plan has three street elevation options. The mix and siting of the homes are not proposed at this time.

G. The applicant is proposing six different color schemes for the exteriors of the houses. Each color scheme consists of varied shades of white, beige, green and gray for the main body of the house. Trim and accent colors include shades of yellow, dark red, green and brown.

H. The proposed house plans are designed for single family residential use which is consistent with the *Low Density Residential* General Plan land use designation for the project and RS-6-O District prezoning recommendation made by the Planning Commission to the City Council in PC Resolution No. 9710.

I. The proposed home designs comply with some, but not all of the applicable design guidelines. The proposed homes incorporate concrete tile roofs (Guideline I.c), and sectional garage doors (Guideline I.i).

J. The proposed home designs do not comply with the adopted design guidelines that call for 360 architecture on the homes (Guidelines I.a and I.n), utilization of at least four different garage door designs (Guideline I.j), and utilization of side on garage doors on lots over 70 feet wide (only one plan offers this option).

K. Conformance with other adopted design guidelines related to landscaping and fencing/wall design (Guidelines I.e., I.m., and II.b.. II.c, II.d.) cannot be determined at this time as submitted plans do not include preliminary landscape plans, wall/fence design plans.

L. Conformance with adopted design guidelines related to placing one-story homes on the most prominent corner lots in conformance with Guideline II.h., or whether driveways at three way intersections will align with streets (Guideline II.k) cannot be determined at this time as submitted plans do not include a master plotting plan.

M. The standards that the Commission must use when reviewing design review applications are identified in PMC Chapter 18.36. The Planning Commission may approve the proposed home designs submitted for this subdivision, if the Commission determines that:

1. The structures conform with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality.

2. The exterior design and appearance of the structures are in harmony with proposed developments on land in the general area and is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value.

N. The EIR prepared for this project identifies a mitigation measure (MM-E1) that requires that the developer implement the following design modifications to the extent that they are required with Design Review approval:

MM-E1 #1: Options such as modified front elevations to de-emphasize garage doors.

MM-E1 #2: Staggered building setbacks in the southern portion of the project site.

MM-E1 #3: Alternative street cross sections for the southern portions of "B" Street and "D" Street and for the entire length of "B" Court, "C" Court and "D" Court. Alternative street sections may not have conventional curbs and sidewalks in favor of a more rustic design with extra tree planting width.

MM-E1 #4: A "Fencing and Natural Grassland Strategy" to avoid visual interruption of prominent south facing slopes visible from Buchanan Road.

MM-E1 #5: Reduced lighting requirements for the southern area of the site along the southern portions of "B" Street and "D" Street and for the entire length of "B" Court, "C" Court and "D" Court.

O. Notice of the May 8, 2007, Planning Commission meeting date for this project was mailed to the applicant and all interested parties on April 27, 2007, in compliance with PMC Section 18.36.350.

P. On May 8, 2007 the Planning Commission reviewed the plans for Design Review Application No. AP-04-154 at which time oral and/or written testimony was considered.

Section 2. Findings

The Planning Commission hereby finds that based on the Planning Staff Report entitled, "Sky Ranch II Residential Development. RZ-02-21, SUBD 8475, DR-02-48.", dated May 8, 2007, and related attachments, and based on all information in the Final (including Draft) EIR prepared for the project, and based on evidence collected during site visits to the project site and based on all the information contained in the Planning Department files on the project, adopted and incorporated here by reference and

available for review in the Planning Department located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing that:

A. All recitals above are true and correct and are incorporated herein by reference.

B. The Final EIR for the Sky Ranch II Residential Subdivision project was prepared in compliance with Public Resources Code Section 21000 et seq., and the State CEQA Guidelines Section 15000 et seq, all impacts associated with this project have been analyzed in the EIR prepared for this project, and the Commission has independently reviewed and considered the information contained therein, prior to making its decision on this design review application.

C. The proposed home designs for the Sky Ranch II subdivision:

a. Will be in good taste, good design and in general contribute to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality if the following modifications are made to the house designs and related improvements:

(1) provision of an additional house plan that incorporates a side loaded garage design (MM-E1 #1);

(2) provision that homes on lots 10,000 square feet or larger provide larger than minimum front yard setbacks to ensure a staggered effect within the subdivision (MM-E1 #2);

(3) return stone veneer on any front elevation to the fence line on an abutting corner with an appropriate wood, stone or stucco trim cap and provide that at least one-half of the units should incorporate substantial stone and/or brick veneer accents in their design (DRG Guideline I.a);

(4) clad all "C" elevation models in horizontal lap siding instead of stucco for all building elevations. At least 25% of the homes would have "C" elevations (DRG Guideline I.a);

(5) incorporate into side and rear elevations architectural details used on front elevations and additional detailing in order to provide a distinct look for each home from all elevations. At a minimum, this would include the following changes (DRG Guideline I.a):

(a) projections such as pop-out windows and second story recesses to provide shadow and depth;

(b) a variety of architectural embellishments/details such as variable window treatments, shutters, trim, garden boxes, and iron work;

(c) a variety of window designs such as double & single hung, single & double sliders, bay, and oriel windows. The size/dimensions of windows and grid-pane size/design shall also have variation to provide a distinct look for each home;

(6) design two story house plans for "A" and "B" elevations with a horizontal band installed around the second floor expansion joints. (DRG Guideline I.a);

(7) redesign roof plans for models 3013 and 3588 to provide more variety in design, height and overall appearance, especially along rear and side elevations. The redesigned roof plans would provide visual interest between the two models (DRG Guideline I.a);

(8) provide front and street side yard landscaping on all lots. (DRG Guideline I.e);

(9) equip sectional, two-car garage doors installed on each residential unit are with automatic openers. Garage door designs won't be duplicated on adjacent lots, with not less than 4 styles used for the project (DRG Guideline I.j);

(10) construct retaining walls visible from the Buchanan Road Bypass of the same materials or match the design of soundwalls used for the subdivision (DRG Guideline II.e);

(11) Locate single story units on corner lots whenever possible, especially on predominant corners within the subdivision where massing of houses can be minimized with the use of single story units (DRG Guideline II.h);

(12) align dwelling unit driveways with the on-coming street three-way intersections when possible (DRG Guideline II.k);

(13) maintain a 10-foot wide or greater garage side yard setback on at least one side yard unless deemed infeasible by the City Engineer. (DRG Guideline II.l);

(14) the width of landscaping strips/planting areas along side yards facing street frontages are not less than six feet or the height of abutting fences or sound walls, and in most cases would exceed this standard (DRG Guideline II.n);

b. Will be in harmony with proposed developments on land in the general area and not of inferior quality as to cause the nature of the neighborhood to

materially depreciate in appearance and value if the following modifications are made or provided with the house designs and related improvements:

(1) design fencing along prominent south facing slopes visible from Buchanan Road in a fashion that uses open fences that avoid visual interruption (MM-E1 #4);

(2) in the event that it is determined that sound walls are needed for the project which exceed 6-feet in height, measures that can reduce the perceived height of the wall would be incorporated into the design of the wall, whenever possible. This may include techniques such as creating earthen berms and mounds near the base of the wall or using retaining walls to offset the height of the wall (DRG Guideline II.c);

(3) provide fences for all rear and side yards of all residential parcels with redwood fencing in conformance with the height and site regulations of the Zoning Ordinance, except where such rear or side yard is enclosed by a masonry subdivision wall (DRG Guideline I.m);

(4) underground all utility lines and boxes within the subdivision as deemed feasible by the City Engineer (DRG Guideline II.i);

(5) position fences/walls at the top of downslope banks unless otherwise directed by the City Engineer (DRG Guideline II.j);

(6) include decoratively designed pilasters that are positioned at least 50-foot on center for perimeter walls and/or sound walls with the exception that the design of the wall along the Buchanan Road Bypass, which would be most pleasing if the exterior of the wall matched the wall constructed along the Bypass in the subdivision to the east.

Section 3. Decision

Based on the findings set forth above, the Planning Commission hereby approves Design Review Application No. DR-02-48, subject to the following conditions:

1. The project shall be constructed in substantial conformity with the architectural drawings date stamped February 27, 2007 and color and materials board date stamped April 18, 2007, except as hereinafter modified.

2. The Developer shall submit a Plotting Plan to demonstrate how the placement of the homes will not create a negative visual effect from the massing of homes. Lots on the Plotting Plan shall accurately reflect the lots and site plan layout of the Final Map (not tentative map) and shall also summarize graphically and with a table, how each lots complies with the applicable PMC zoning standards and other applicable conditions of approval related to mix of architecture and house siting.

This exhibit shall be submitted to the Planning Department for each final map and shall be subject to review and approval of the Planning Department prior to acceptance of the final map for each respective phase.

3. The developer shall provide an additional house plan, or a plan in-lieu of one of the proposed two-story plans, which incorporates a side loaded garage design and a substantial one-story element (if the new house plan is two-story design).

4. Dwelling unit driveways shall align with the on-coming street three-way intersections when possible. This shall be reflected on the plot plans for homes in these locations.

5. The applicant shall design fencing along prominent north facing slopes visible from Buchanan Road in a fashion that uses open fences that avoid visual interruption. The fence design shall be shown on the in-tract landscaping plan for the subdivision and shall be subject to review and approval of the Planning Department prior to the issuance of building plot plans.

6. The developer shall maintain a 10-foot wide or greater garage side yard setback for at least one side yard, unless deemed infeasible by the City Engineer. The developer shall consider alternate house plans in order to comply with this requirement.

7. Fences/walls shall be positioned at the top of downslope banks unless otherwise allowed by the City Engineer. Fences at the top of slopes visible from Buchanan Road shall comply with MM-E1 #4 to maintain unobstructed views.

8. Perimeter walls and/or sound walls shall include decoratively designed pilasters that are positioned at least 50-foot on center with the exception that the design of the wall along the Buchanan Road Bypass shall match the wall constructed along the Bypass in the subdivision to the east. This feature shall be reflected on the in-tract landscaping plan and landscaping plan and shall be subject to review and approval of the Planning Department prior to the approval of building plot plans.

9. In the event that it is determined that sound walls are needed for the project which exceed 6-feet in height, the developer shall incorporate into the design of the wall, measures that will reduce the perceived height of the wall, whenever possible. This may include techniques such as creating earthen berms and mounds near the base of the wall or using retaining walls to offset the height of the wall.

10. Single story units shall be located on corner lots whenever possible, especially on predominant corners within the subdivision where massing of houses can be minimized with the use of single story units. Single story units shall be clearly identified on the setback exhibit to be submitted to the Planning Department.

11. Sectional, two-car garage doors installed on each residential unit shall be equipped with automatic openers. Garage door designs shall not be duplicated, not less than 4 styles shall be used for the project and no two adjacent homes shall have the same garage door design. Type/design of the garage shall be referenced for each lot on the required setback exhibit submittal to the Planning Department.

12. The developer shall provide front and street side yard landscaping on all lots. Street trees shall be provided along all street frontages at an average of one tree for every 40 feet of street frontage, to the extent practicable. The species shall be subject to review and approval of the City. Final landscaping and irrigation plans shall meet the standards and requirements set forth in the City Landscaping Ordinance and shall be subject to review and approval by the Planning Department prior to building permit issuance.

13. The width of landscaping strips/planting areas along side yards facing street frontages shall not be less than six feet or the height of abutting fences or sound walls, and in most cases shall exceed this standard.

14. Roof plans for models 3013 and 3588 shall be redesigned to provide more variety in design, height and overall appearance, especially along rear and side elevations. These roof plans shall avoid a common roof-line and shall have varying ridge heights, roof forms, and direction of gables. The redesigned roof plans shall provide visual interest between the two models.

15. Use of chain link or barbed wire fencing within the subdivision is prohibited on residential lots. Wrought iron or other similar decorative type fencing shall be used at prominent entrances to common areas and pedestrian paths used by residents. Decorative pilasters shall be used in the design of this decorative fencing.

16. Air conditioning units shall be placed in the rear or side yards adjacent to the wall of the house, with a minimum of three feet of unobstructed access between the unit and the rear or side property line fence, respectively.

17. Each house built on a lot with a retaining wall shall be placed such that there is a minimum of three feet of unobstructed access between the finished house exterior (not foundation) and the closest part of the retaining wall.

18. Houses shall be plotted (and lots graded) so that all homes have at least a minimum of 10 feet of flat usable rear yard, without obstructions from air condition units, pop-out windows, or other physical obstructions to the usability of the rear yard.

19. Front yards shall be varied throughout the subdivision, with all lots providing a minimum of 20 foot front yard and all lots greater than 10,000 square feet providing a minimum of 25 foot front yard setback.

20. All homes shall be provided illuminated addresses on the front of the home which is visible to emergency response personnel from the adjacent street, as determined acceptable by the Planning Department.

21. Front massing of homes shall vary from residence to residence. Rear elevations of homes which back toward public streets shall incorporate a high level of articulation on rear building elevations.

22. No more than two of the same model home shall be adjacent to one another and no two of the same adjacent models shall have the same elevation or color scheme. Compliance with this condition shall be shown on the required setback exhibit submittal to be submitted to the Planning Department.

23. Decorative attic vents shall be painted in the contrasting trim or accent color.

24. Roof vents shall be painted the same color as roofing material.

25. Stone veneer on any front elevation shall be returned to the fence line on an abutting corner with an appropriate wood, stone or stucco trim cap. At least one-half of the units shall incorporate a substantial stone or brick exterior finish component.

26. All "C" elevation models shall be clad in horizontal lap siding instead of stucco for all building elevations. At least 25% of the homes shall have "C" elevations.

27. Architectural details used on front elevations and additional detailing shall be incorporated into side and rear elevations in order to provide a distinct look for each home from all elevations. At a minimum, this shall include:

    a. Projections such as pop-out windows and second story recesses to provided shadow and depth.

    b. A variety of architectural embellishments/details such as variable window treatments, shutters, trim, garden boxes, and iron work.

    c. A variety of window designs such as double & single hung, single & double sliders, bay, and oriel windows. The size/dimensions of windows and grid-pane size/design shall also have variation to provide a distinct look for home model.

28. Two story house plans for "A" and "B" elevations shall be designed with a horizontal band installed around the second floor expansion joints. The band on elevations "A" and "B" shall be designed with a different appearance.

29. Prior to occupancy of the homes by residents, the developer shall complete installation of landscaping and automatic irrigation systems in street landscape areas and front and corner side yards of respective residential lots, in accordance with Article 7 of the PMC Title 18 (the zoning ordinance), subject to approval by the Planning and Engineering Departments.

30. The applicant shall fence all rear and side yards of all residential parcels with redwood fencing in conformance with the height and site regulations of the Zoning Ordinance and subject to approval by the Planning Department, except where such rear or side yard is enclosed by a masonry subdivision wall and except along the south and west subdivision borders and along property lines adjacent to other generally natural terrain, where view fences shall be required. All fencing shall be shown on the in-tract landscaping plan and shall be subject to the review and approval of the Planning Department prior to the approval of building plot plans and construction of the fencing/walls. Barbed wire fencing shall be prohibited.

31. Balconies for 3588B and 3923C shall be designed as a fully functioning balcony that is safe for homeowners to stand on as an option to buyers.

32. Roof vents and chimney spark arrestors shall be painted the same color as roofing material.

33. In implementing Mitigation Measure D1 (MM-D1), the developer shall develop an alternate color palette to modify the standard roof color-palette to provide natural, terrain-neutral colors and restrict terra cotta or clay roof tiles, in particular for lots 126-136, 206, 268, 300-309, 344-346, and all other lots generally above 350 feet msl. This alternate color palette shall also modify the stucco and exterior trim color-palette to provide more saturated terrain-neutral exterior colors and restrict white or light reflective exterior colors.

34. Passive heating and cooling design shall be incorporated into the final layout of the subdivision and in the orientation of homes on lots. Energy efficient appliances meeting energy star standards shall be provided as standard features in all homes.

35. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is conflict between Resolution No. 8931 and the specific conditions identified in this resolution, the specific conditions of this resolution shall govern.

36. All site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers) and Chapter 15.88 (Grading, Erosion and Sediment Control) of the PMC as determined by the City Engineer. Issuance of a site development permit will be required whereby specific engineering requirements will be made as conditions of approval.

37. The applicant shall submit grading, final landscaping, and erosion control plans to the Engineering Department for its review and approval prior to construction activity on the site.

38. The applicant shall comply with all the requirements of the Planning Department, Building Division, Engineering Department, Contra Costa County Fire Protection District and all applicable local, state and federal agencies.

39. The applicant shall not begin any construction prior to the issuance of building permits.

40. The applicant shall defend, indemnify and hold harmless the City of Pittsburg, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval, which action brought within the applicable time period of Government Code section 65907. In the event the City becomes aware of any such claim, action, or proceeding, the City shall promptly notify the applicant and shall cooperate fully in the defense. If the City fails to promptly notify the applicant, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing contained in this condition prohibits the City from participating in the defense of any claim, action or proceeding, if both the following occur: (a) the City bears its own attorneys' fees and costs; and (b) the City defends the action in good faith. The applicant shall not be required to pay or perform any settlement unless the settlement is approved by the applicant.

41. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code section 66020 (d) (1), these conditions constitute written notice of a statement of the amount of fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day approval period in which you may protest these fees, dedications, reservations and exactions, pursuant to Government Code section 66020 (a) has begun. If you (the applicant) fail to protest within this 90-day period by complying with all of the requirements of section 66020, you (the applicant) will be legally barred from later challenging such exactions.

42. The applicant shall comply with all requirements of the Engineering Department, Contra Costa County Fire Protection District, Delta Diablo Sanitation District and

all other applicable local, state and federal agencies prior to issuance of a certificate of occupancy by the Building Division.

43. This approval will expire one year after the expiration of Vesting Tentative Map 8475, unless a building permit or grading permit has been issued or a written request for extension is filed with the Planning Department prior to the expiration date and subsequently approved by the Planning Commission. The approval shall be valid for no more than six months from the date of permit issuance, unless work is commenced and diligently pursued prior to the expiration of the permit.

Section 4. Effective Date

This resolution shall take effect upon annexation of the subject property to the City of Pittsburg.

On motion by Commissioner _____, seconded by Commissioner _____, the foregoing resolution was passed and adopted the 8th day of May, 2007, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

I hereby attest the above signature and certify that the above Resolution No. 9712 was adopted by the Planning Commission of the City of Pittsburg on May 8, 2007.

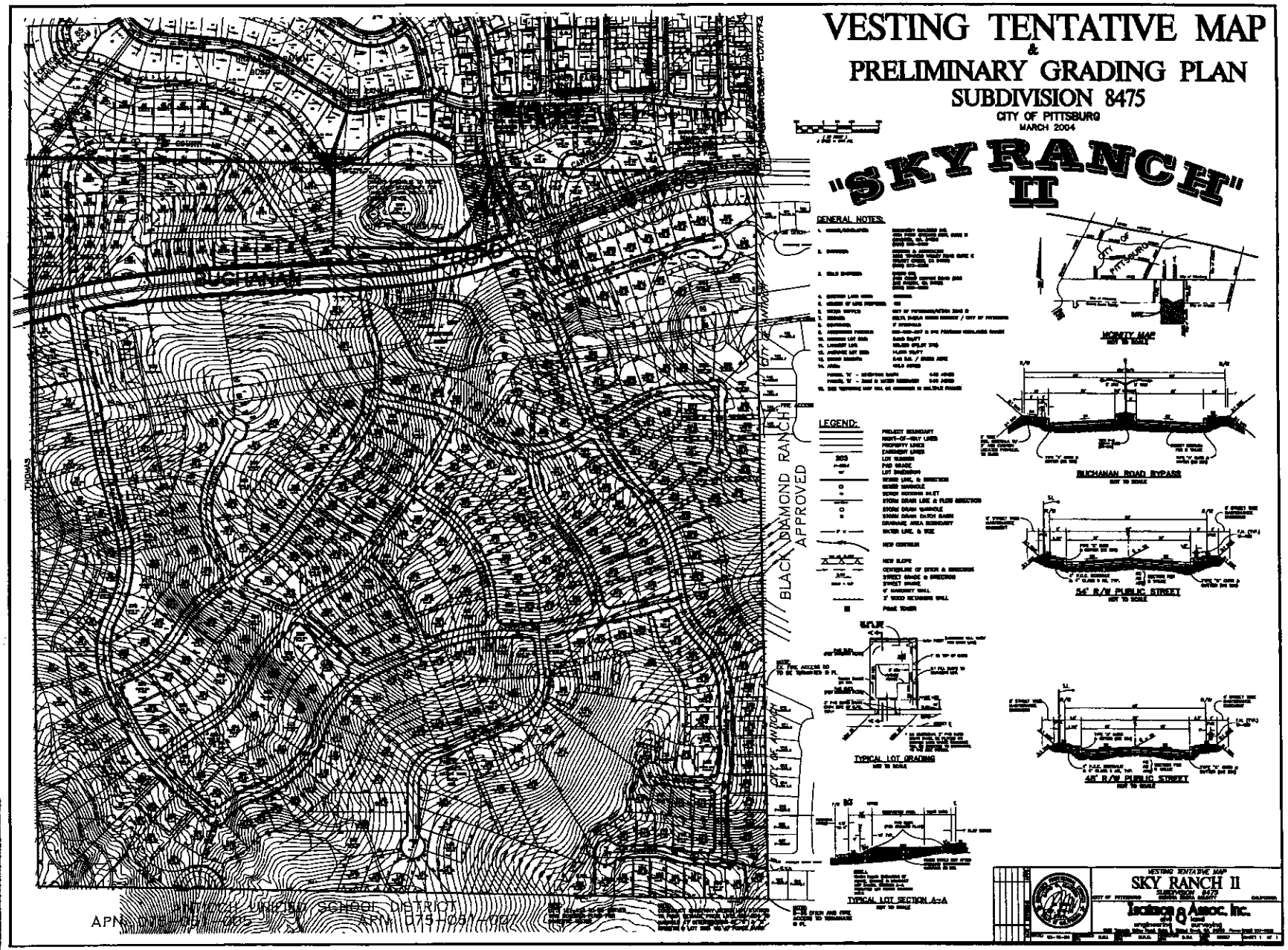
_____
MELISSA AYRES, SECRETARY
PITTSBURG PLANNING COMMISSION

RECEIVED
FEB 27 2007
CITY OF PITTSBURG
PLANNING DEPARTMENT
65 AVE. PITTSBURG 94565

VESTING TENTATIVE MAP
& PRELIMINARY GRADING PLAN
SUBDIVISION 8475

CITY OF PITTSBURG
MARCH 2004

"SKY RANCH" II



ATTACHMENT 4

Conceptual Street Scene

Sky Ranch

Pittsburg, California

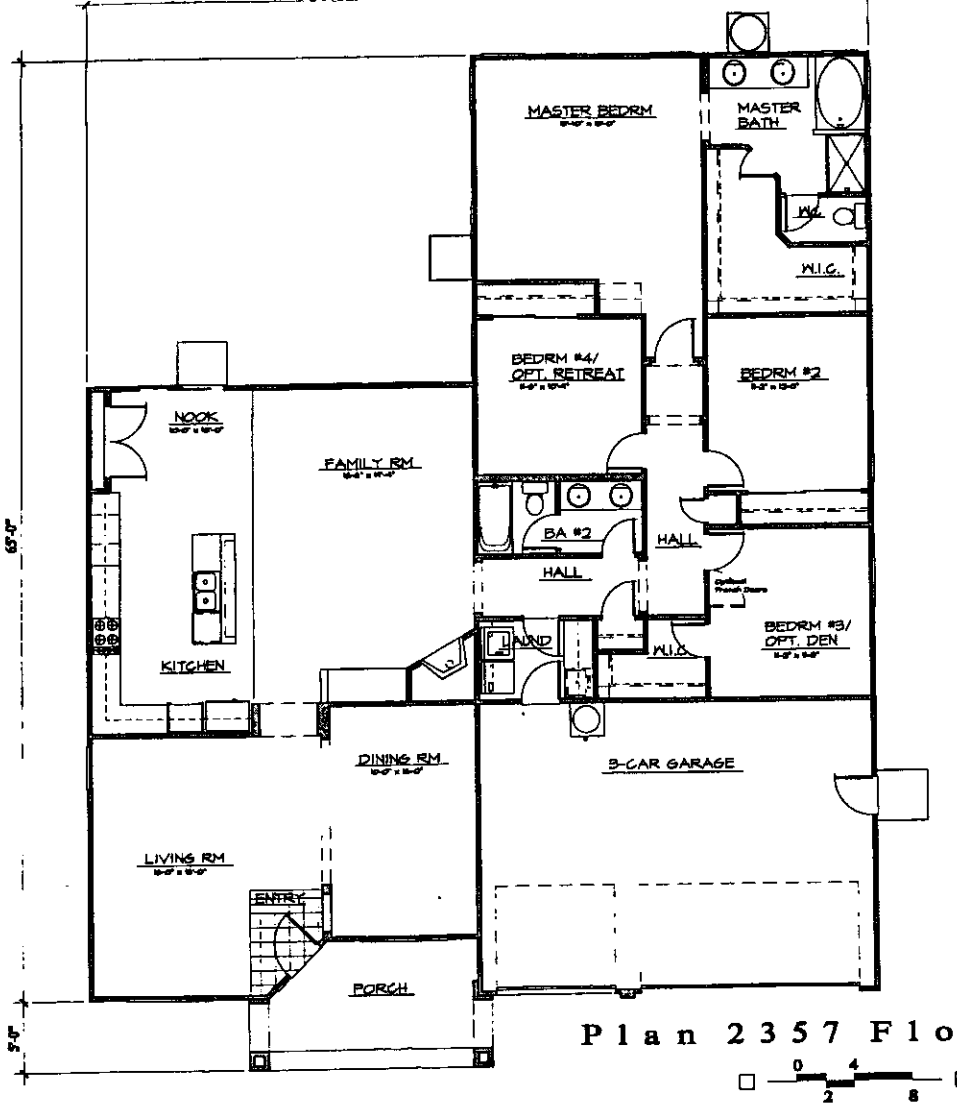
RECEIVED

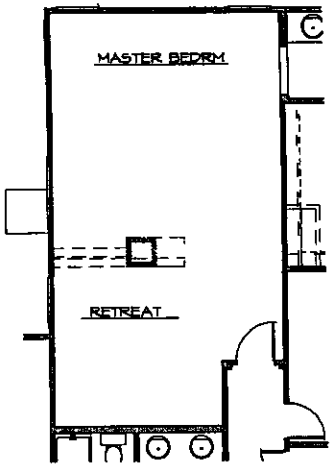
FEB 2 7 2007

CITY OF PITTSBURG
PLANNING DEPARTMENT
65 CIVIC AVE. PITTSBURG 94565

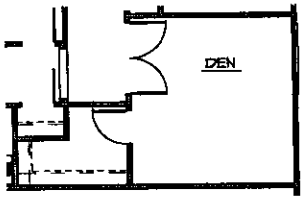
Discovery Builder

ATTACHMENT 5





Optional Master Retreat



Optional Den

Floor Plan
4 Bedrooms
Opt. Den / Opt. Retreat
2 Baths
2357 Sq Ft

Plan 2357 Floor Plan

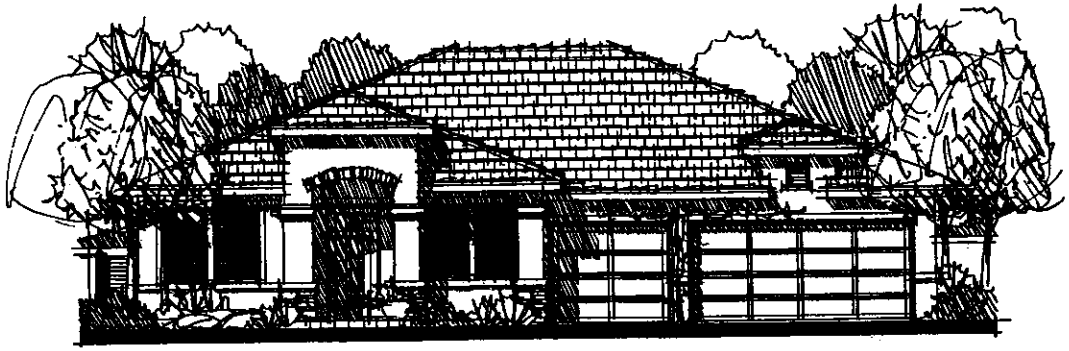
0 2 4 8

Sky Ranch

Pittsburg, California

Discovery Builders, Inc.

12/18/2002

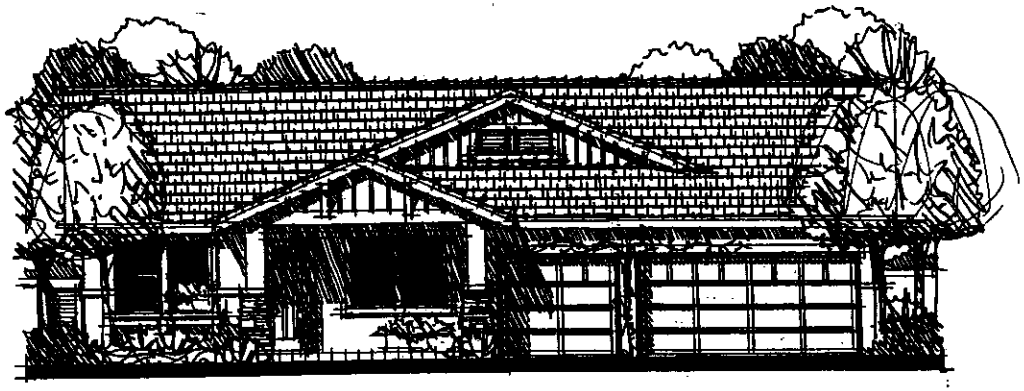


MATERIAL LEGEND

1. HACIENDA & FLAT CONCRETE TILE
2. STUCCO
3. STUCCO O FOAM WINDOW TRIM
4. W.I. RAILINGS
5. WOOD RAILINGS
6. WOOD SHUTTERS
7. 12 & 18" OVERHANGS WITH WOOD FASCIA
8. STONE VENEER
9. HARDIPLANK SIDING
10. METAL SECTIONAL GARAGE DOOR

2357A

2357B



2357C

Plan 2357 - Front Elevations

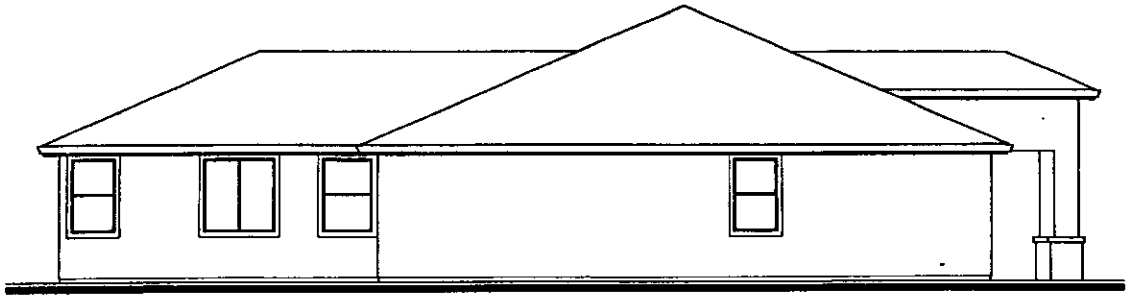
0 2 4 8 FT.

Sky Ranch

Pittsburg, California

Discovery Builders, Inc.

12/18/2002



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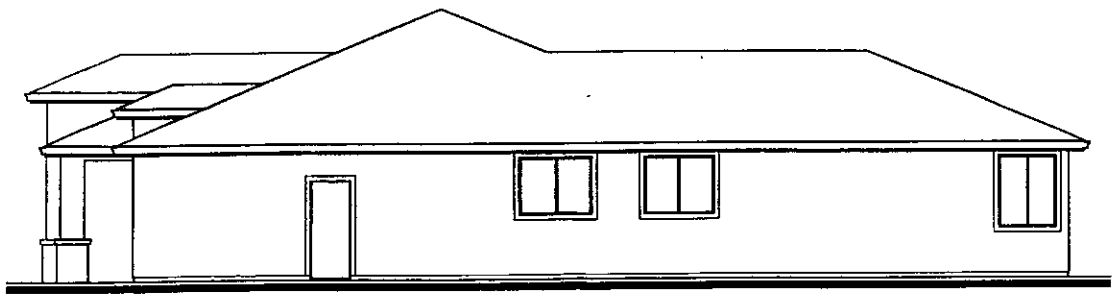

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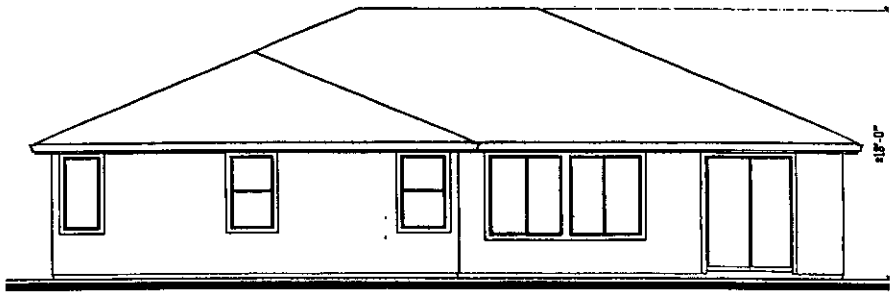


REAR

Elevation 2357

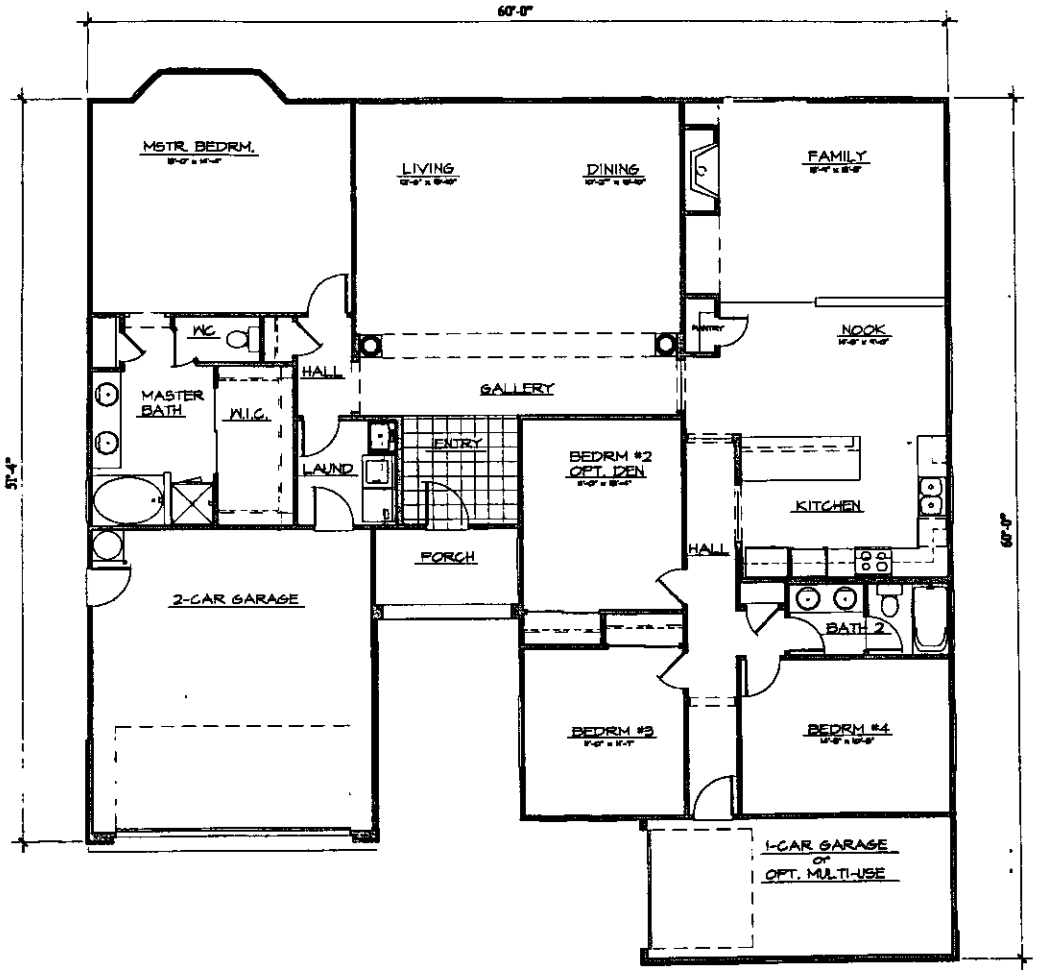
0 2 4 8

Sky Ranch

Pittsburg, California

Discovery Builders, Inc.

12/18/2002



Floor Plan
4 Bedrooms
Opt. Den
2 Baths
2408 Sq Ft

Plan 2408 Floor Plan

0 2 4 8

Sky Ranch

Pittsburg, California

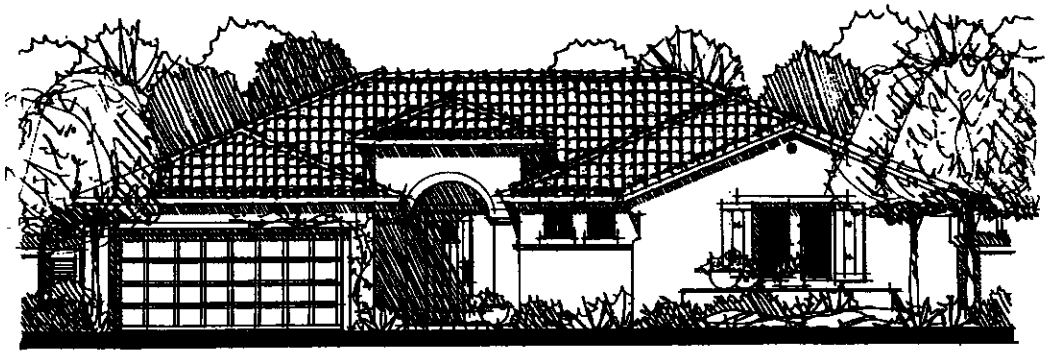
Discovery Builders, Inc.

12/18/2002

MATERIAL LEGEND

1. HACIENDA & FLAT CONCRETE TILE
2. STUCCO
3. STUCCO O/FOAM WINDOW TRIM
4. W.I. RAILINGS
5. WOOD RAILINGS
6. WOOD SHUTTERS
7. 12 & 30" OVERHANGS WITH WOOD FASCIA
8. STONE VENEER
9. HARDIPLANK SIDING
10. METAL SECTIONAL GARAGE DOOR

2408A



2408B

2408C

Plan 2408 - Front Elevations

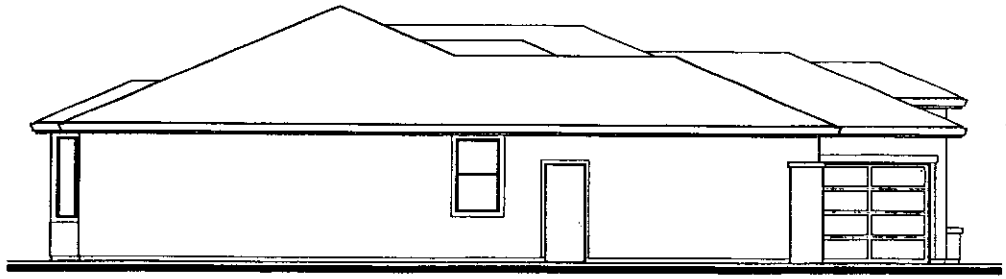
0 2 4 8 FT.

Sky Ranch

Pittsburg, California

Discovery Builders, Inc.

12/18/2002



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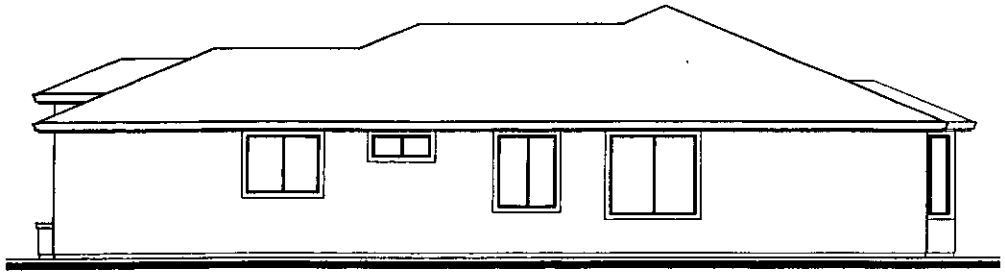

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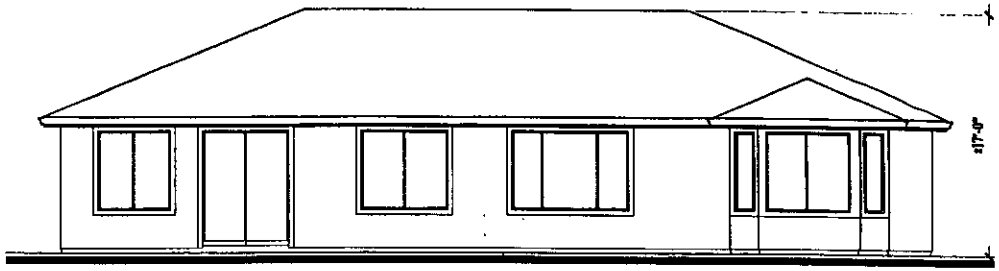


REAR

Elevation 2408

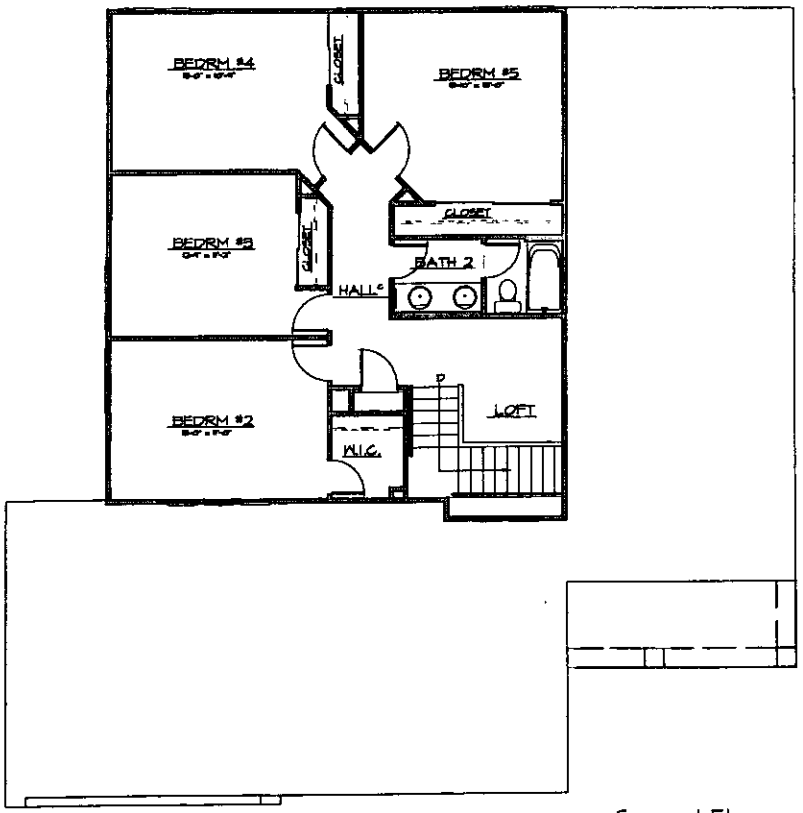
0 2 4 8

Sky Ranch

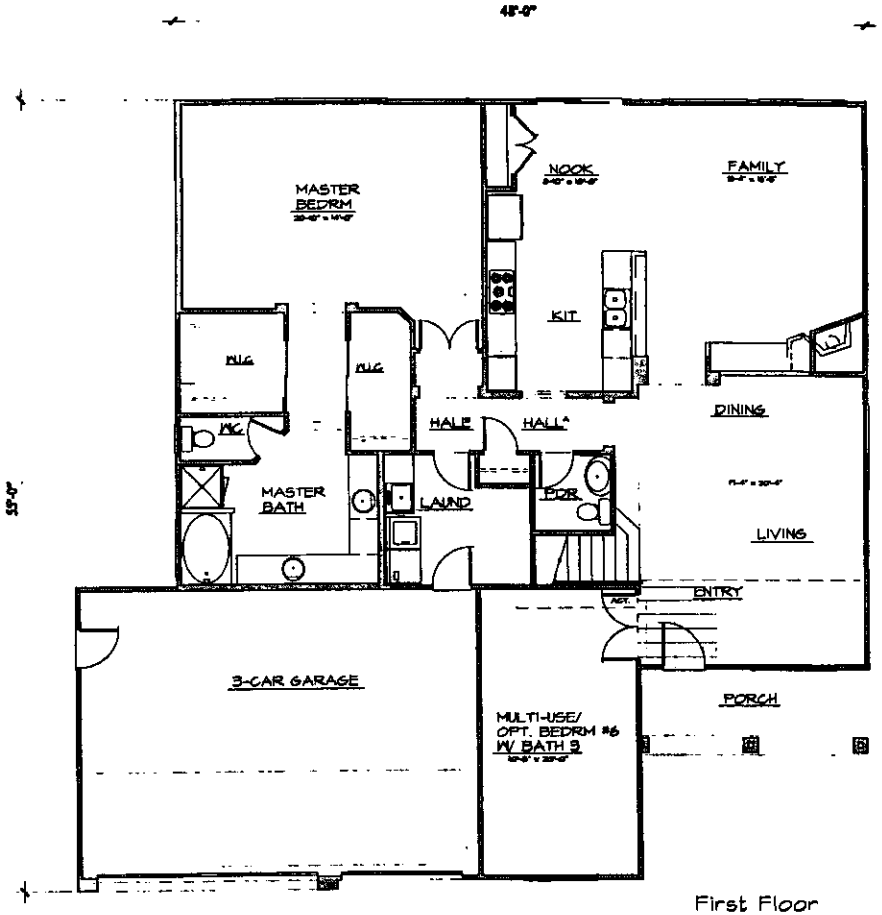
Pittsburg, California

Discovery Builders, Inc.

12/18/2002



Second Floor



First Floor

Floor Plan
5 Bedrooms
Opt. Den/ Opt. Bedroom 6
w/ Bath 3/ Opt. Bath 4
2 1/2 Baths
3013 Sq Ft

Plan 3013 Floor Plan

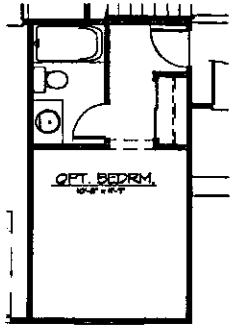
0 4
2 8

Sky Ranch

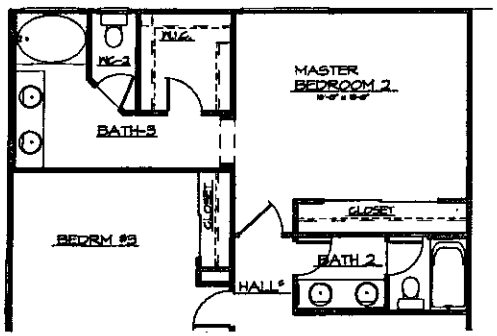
Pittsburg, California

Discovery Builders, Inc.

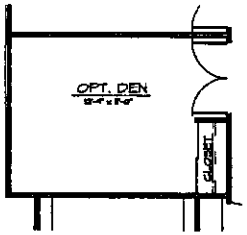
12/18/2002



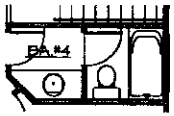
Optional Bedroom #6
w/ Bath #3



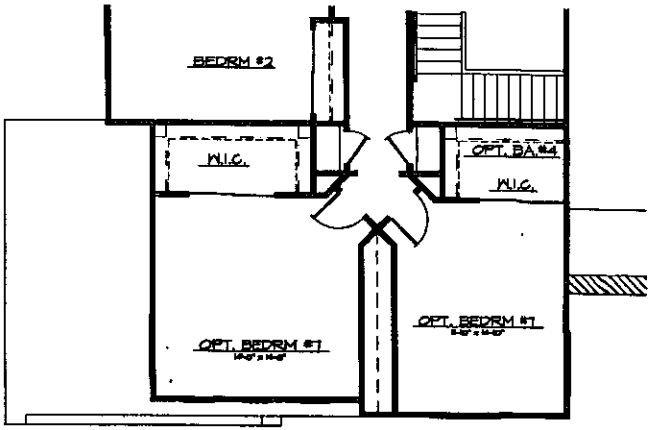
Optional Master Bedroom #2



Optional Den



Optional Bath #4



Optional Bedrooms #7 & #8

Plans 3013/3588 Floor Plan Options

0 2 4 8

Sky Ranch

Pittsburg, California

Discovery Builders, Inc.

12/18/2002

MATERIAL LEGEND

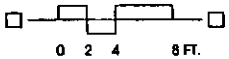
1. HACIENDA & FLAT CONCRETE TILE
2. STUCCO
3. STUCCO O/ FOAM WINDOW TRIM
4. W.I. RAILINGS
5. WOOD RAILINGS
6. WOOD SHUTTERS
7. 12 & 18" OVERHANGS WITH WOOD FASCIA
8. STONE VENEER
9. HARDIPLANK SIDING
10. METAL SECTIONAL GARAGE DOOR

3013A

3013B

3013C

Plan 3013 - Front Elevations



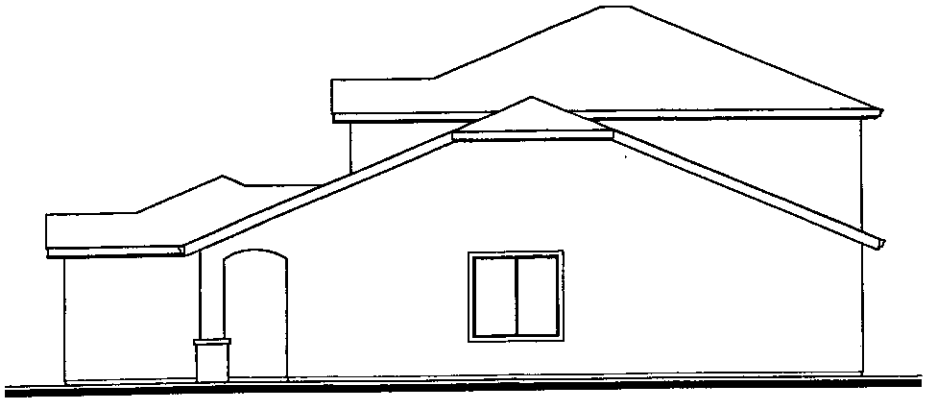
Sky Ranch

Pittsburg, California

Discovery Builders, Inc.

12/18/2002

LEFT



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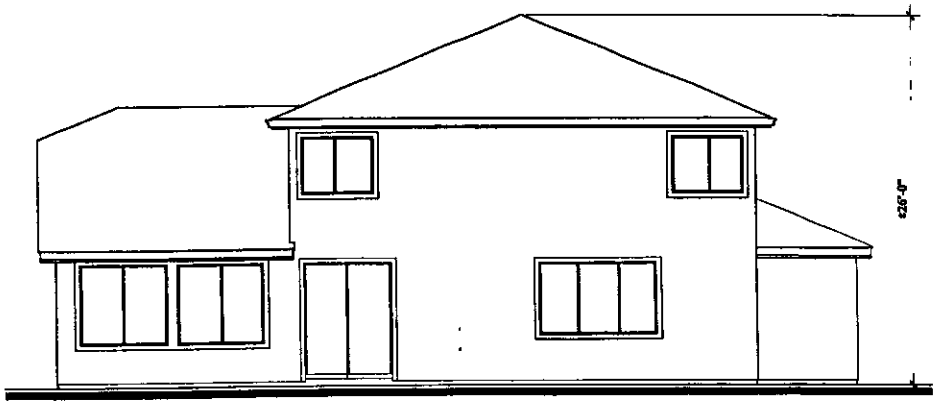


REAR

Elevation 3013

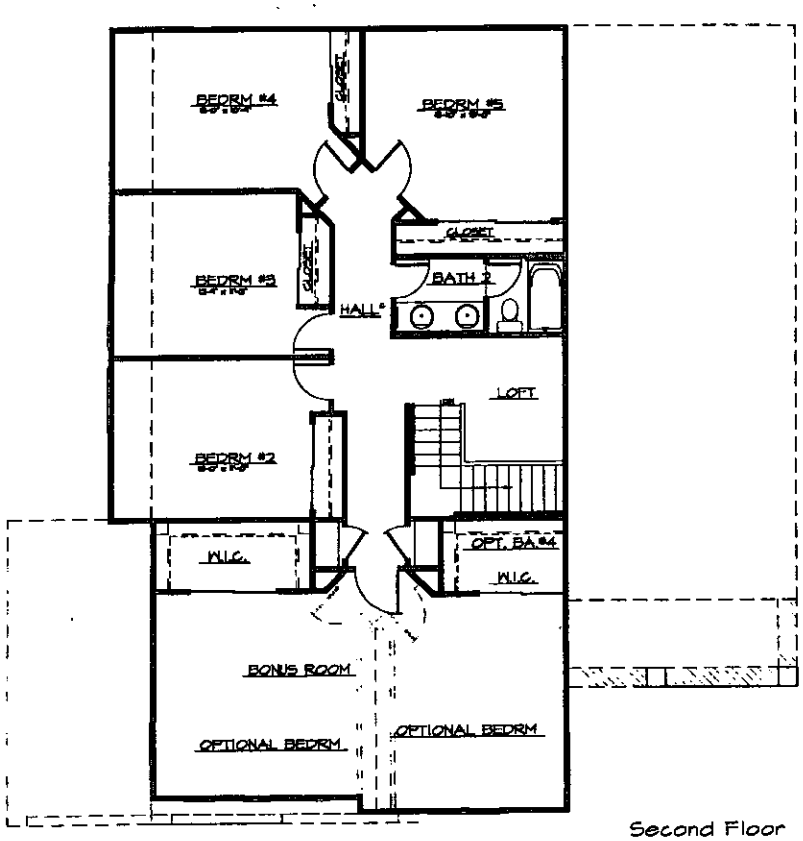
0 2 4 8

Sky Ranch

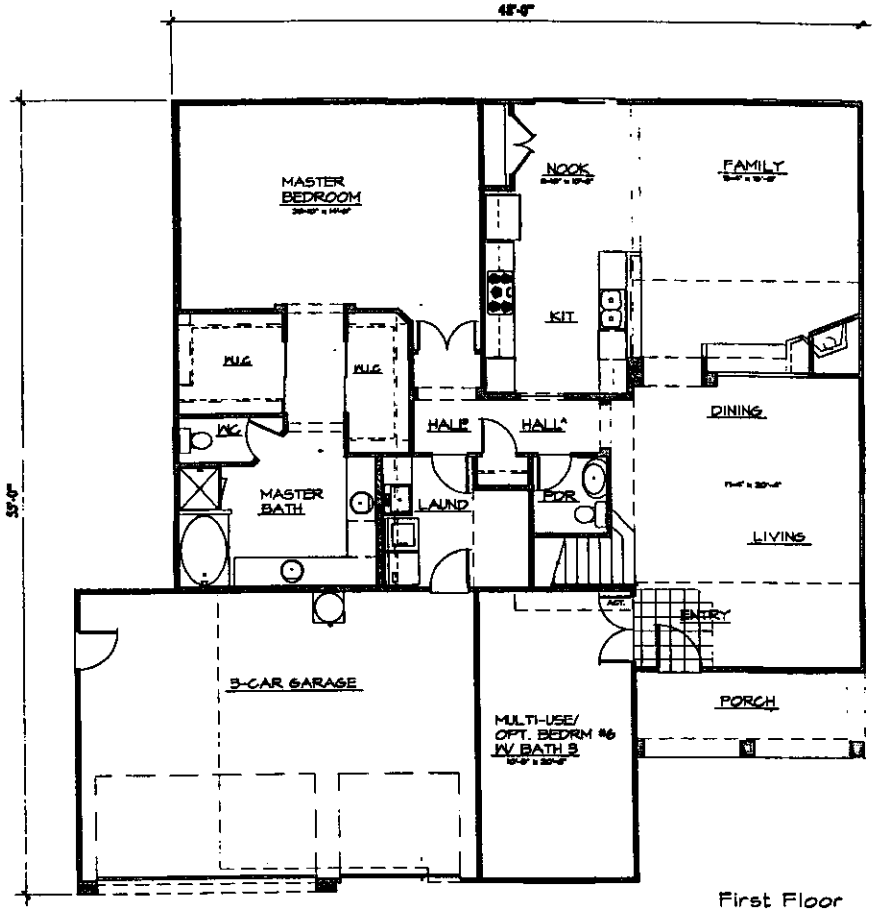
Pittsburg, California

Discovery Builders, Inc.

12/18/2002



Second Floor



First Floor

Floor Plan
5 Bedrooms
Bonus Room/ Opt. Den/
Opt. Bedroom 6 w/ Bath 3/
Opt. Bedrooms 7 & 8 w/ Bath 4
2 1/2 Baths
3588 Sq Ft

Plan 3588 Floor Plan

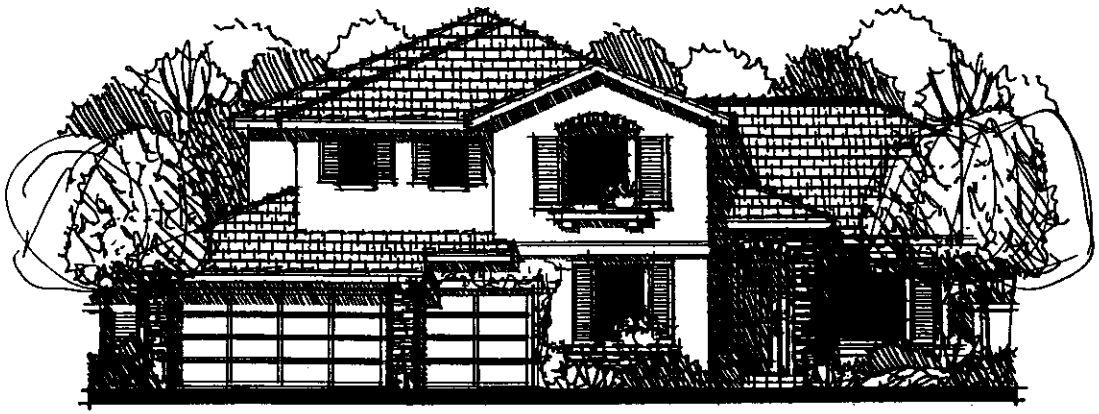
0 4
2 8

Sky Ranch

Pittsburg, California

Discovery Builders, Inc.

12/18/2002



MATERIAL LEGEND

1. HACIENDA & FLAT CONCRETE TILE
2. STUCCO
3. STUCCO O/ FOAM WINDOW TRIM
4. W.I. RAILINGS
5. WOOD RAILINGS
6. WOOD SHUTTERS
7. 12 & 18" OVERHANGS WITH WOOD FASCIA
8. STONE VENEER
9. HARDIPLANK SIDING
10. METAL SECTIONAL GARAGE DOOR

3588A

3588B

3588C

Plan 3588 - Front Elevations

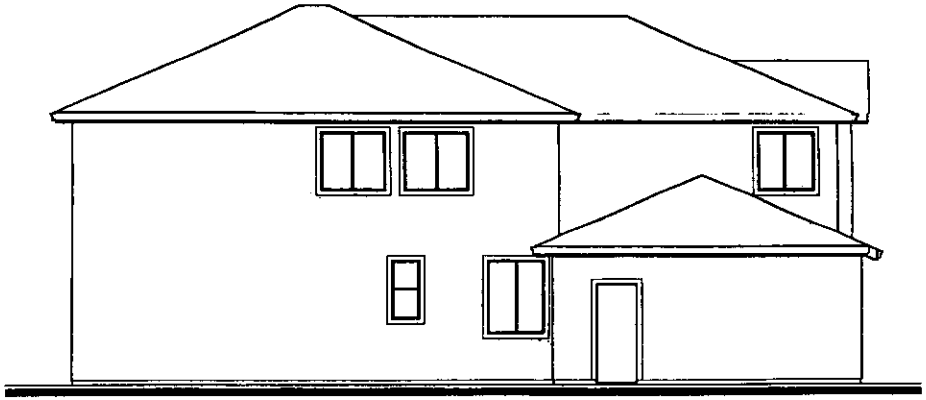
0 2 4 8 FT.

Sky Ranch

Pittsburg, California

Discovery Builders, Inc.

12/18/2002



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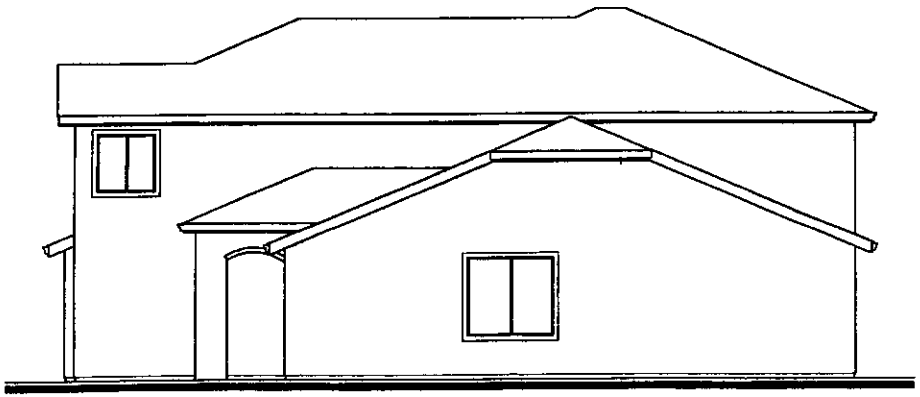

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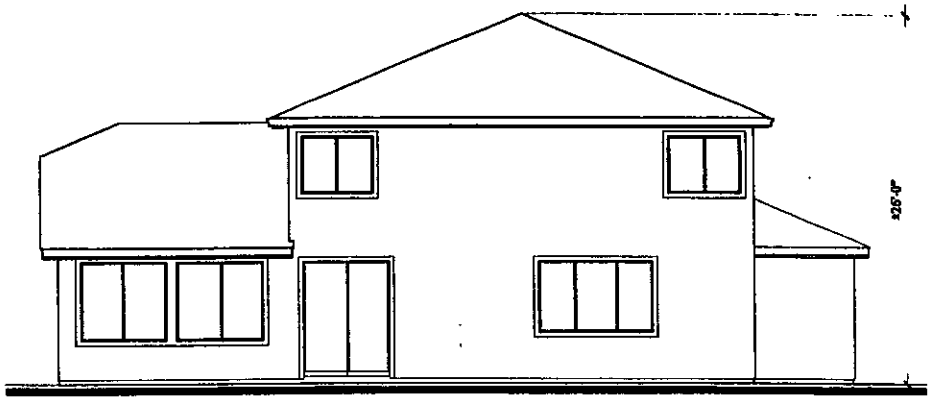


REAR

Elevation 3588

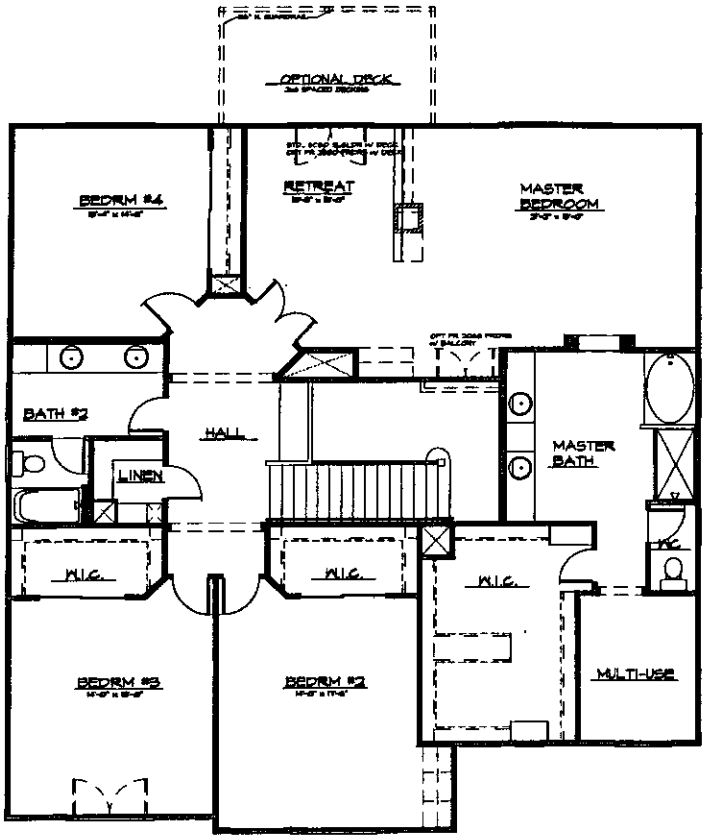
0 4 2 8

Sky Ranch

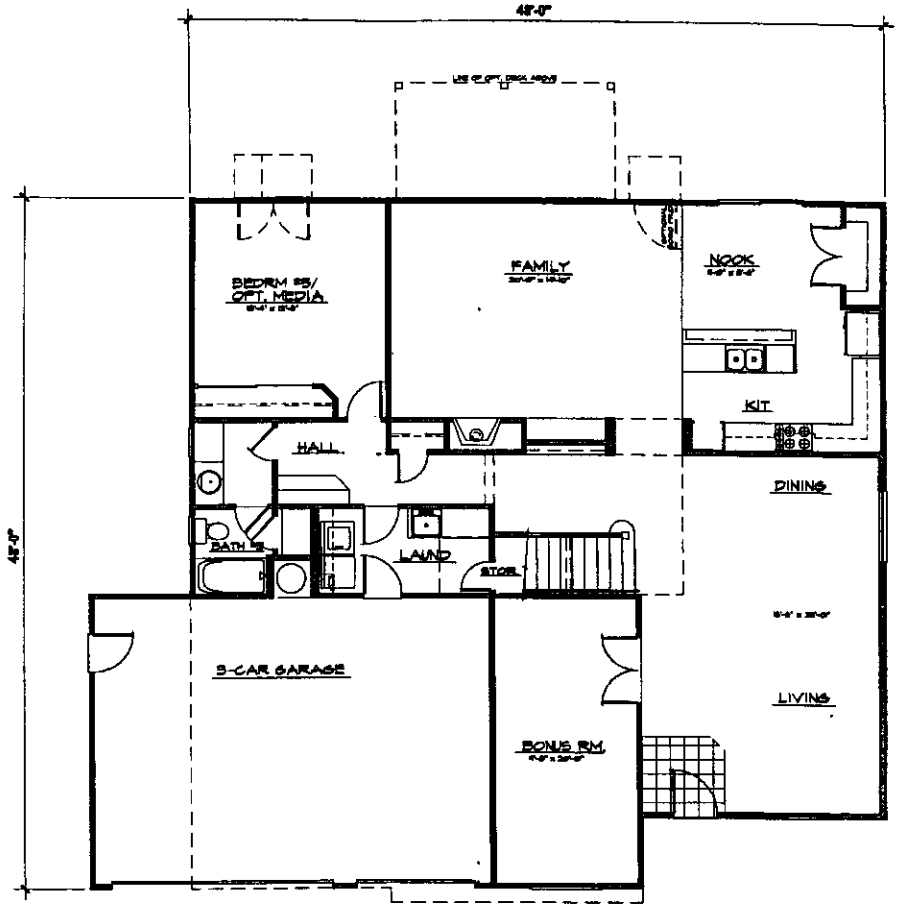
Pittsburg, California

Discovery Builders, Inc.

12/18/2002



Second Floor



First Floor

Floor Plan
5 Bedrooms
Master Retreat/ Opt. Media/
Opt. Bedroom 6 w/ Bath 4
3 Baths
3923 Sq Ft

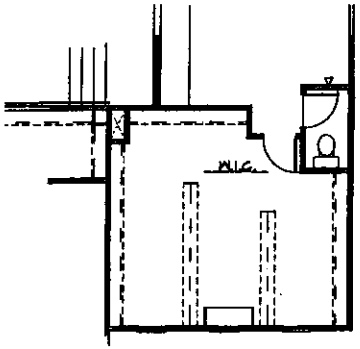
Plan 3923 Floor Plan

0 4
2 8

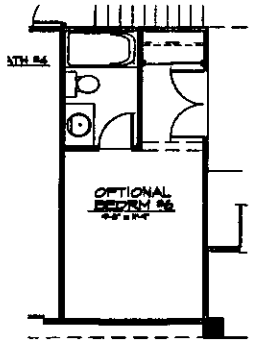
Sky Ranch
Pittsburg, California

Discovery Builders, Inc.

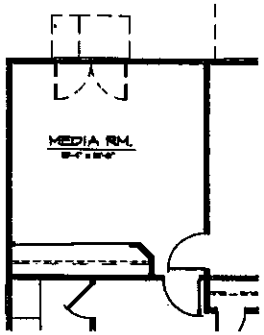
12/18/2002



Optional Master Closet



Optional Bedroom 6
w/ Bath 4



Optional Media Room

Plan 3923 Floor Plan Options

0 4
2 8

Sky Ranch

Pittsburg, California

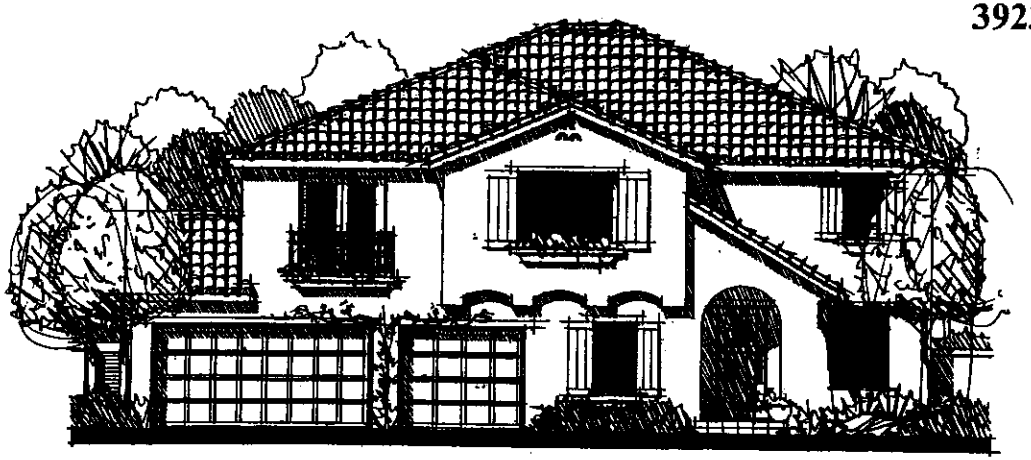
Discovery Builders, Inc.

12/18/2002

MATERIAL LEGEND

1. HACIENDA & FLAT CONCRETE TILE
2. STUCCO
3. STUCCO O/ FOAM WINDOW TRIM
4. W.I. RAILINGS
5. WOOD RAILINGS
6. WOOD SHUTTERS
7. 12 & 18" OVERHANGS WITH WOOD FASCIA
8. STONE VENEER
9. HARDPLANE SIDING
10. METAL SECTIONAL GARAGE DOOR

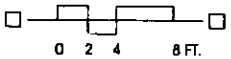
3923A



3923B

3923C

Plan 3923 – Front Elevations



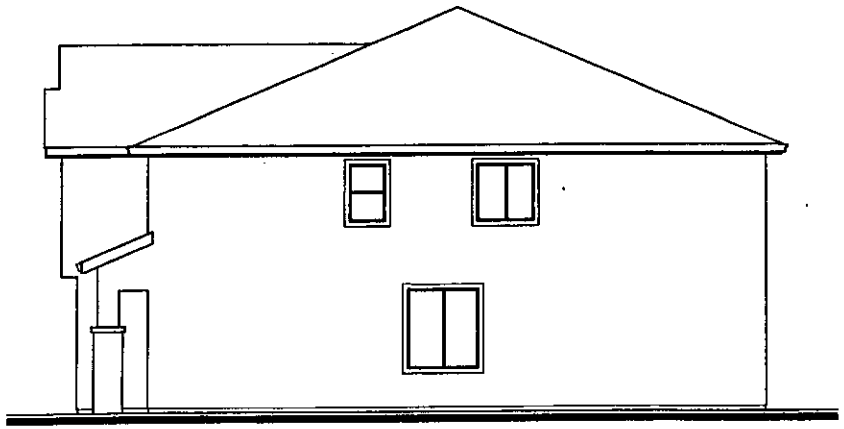
Sky Ranch

Pittsburg, California

Discovery Builders, Inc.

12/18/2002

LEFT



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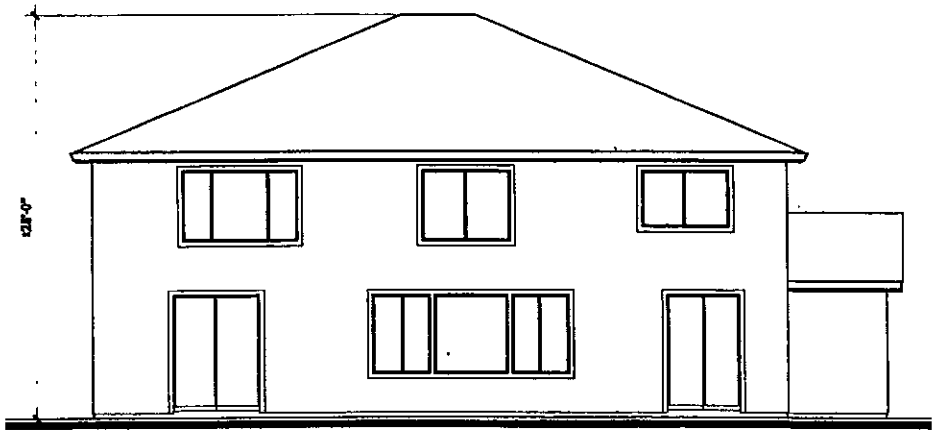


REAR

Elevation 3923

0 4
2 8

Sky Ranch

Pittsburg, California

Discovery Builders, Inc.

12/18/2002

SKY RANCH

PITTSBURG, CA

Discovery Builders Inc.

CA Contr. Lic. #753652

	STUCCO	BASE 2	TRIM/FASCIA/ GARAGE DOOR	ACCENT/ ENTRY DOOR	STONE VENEER	BRICK VENEER	FLAT ROOF TILE	S- ROOF TILE
1	STRATFORD BROWN 8704D	BARN RAFTER 8705D	SPICENUT 8755A	BERNARD BROWN 8646N	BUCKS COUNTY SOUTHERN LEDGESTONE CSV-2058	VINTAGE USED CULTURED BRICK CB-4066	SHAKE SHADOW BROWN 1FBCA3214	RIO GRANDE BLEND 1ESCS8142N
2	ELKHORN CACTUS 8654M	GRISTMILL 8665D	TEQUILA 8672W	ABUNDANT WINE 8436N	MIST DRYSTACK LEDGESTONE CSV-2008	ANTIQUE RED CULTURED BRICK CB-4062	SHAKE SHADOW BROWN 1FBCA3214	BROWN BLEND 1ESCS3233N
3	RUGGED TRAIL 8663W	MANSARD STONE 8635D	BURBURY BEIGE 8671W	BLACKMAR 8536N	YOSEMITE WATER WASH CSV-2019	ANTIQUE RED CULTURED BRICK CB-4062	SHAKE BROWN BLEND 1FBCA3233	BROWN BLEND 1ESCS3233N
4	LULLED BEIGE 8232W	MEADOWLARK 8724M	ARTIST'S CANVAS 8681W	BARN RAFTER 8705D	SUEDE DRYSTACK LEDGESTONE CSV-2054	CALIFORNIA DRIFT CULTURED BRICK CB-4067	SHAKE BROWN BLEND 1FBCA3233	RIO GRANDE BLEND 1ESCS8142N
5	KINDLING WOOD 8713W	WILDCAT 8714M	BURBURY BEIGE 8671W	BURNT HICKORY 8618N	RUSTIC SOUTHERN LEDGESTONE CSV-2055	VINTAGE USED CULTURED BRICK CB-4066	SHAKE BROWN BLEND 1FBCA3233	BROWN BLEND 1ESCS3233N
6	MOONLIT CW056W	TAVERN TAUPE 8673M	BRUSH BOX 8235D	HEARTWOOD 8366N	ASPEN DRESSED FIELDSTONE CSV-2040	CHICAGO USED CULTURED BRICK CB-4054	SHAKE SHADOW BROWN 1FBCA3214	RIO GRANDE BLEND 1ESCS8142N

The picture samples may vary from actual colors and appearance.

Discovery Builders Inc. reserves the right to substitute/delete color, styles and/or change product brand.

Color Chart Key

Paint: Frazee

Roofing: MonierLife Tile

Veneer: Cultured Stone

Wrought Iron: Black

Discovery Builders, Inc.

12/18/2002

NOTICE OF PUBLIC HEARING

The City of Pittsburg Planning Commission will hold a public hearing on:

Date: **May 8, 2007**

Time: **7:00 P.M.**

Place: **City Council Chambers at City Hall**
65 Civic Ave, Pittsburg, California

Concerning the following matter:

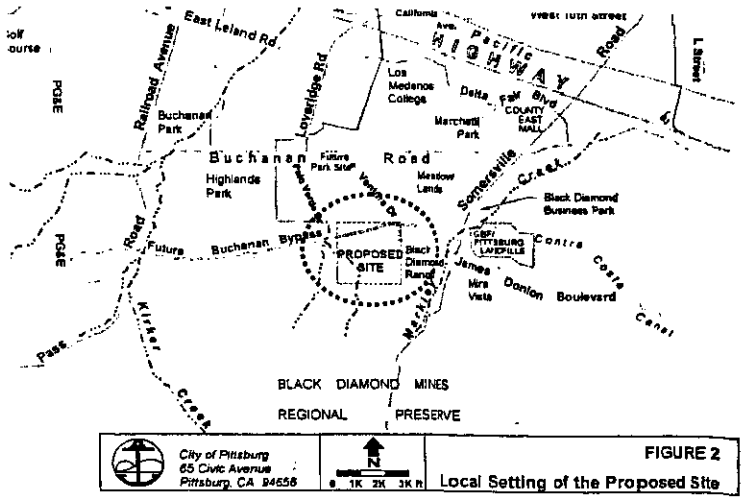
SKY RANCH RESIDENTIAL SUBDIVISION. RZ-02-21, SUBD 8475 & DR-02-48.
This is an application by Discovery Builders, Inc. requesting 1) the prezoning of 166.5 acres located south of the Highlands Ranch subdivision to RS (Single-Family Residential) District; 2) approval of a vesting tentative map to subdivide the land and portions of Highlands Ranch (Tract 7217) into 415 single-family residential lots ranging in size from 8,000 square feet to 2.9 acres, with related infrastructure improvements; and 3) design review approval of the house plans for Tract 8475. The project site is designated Low Density Residential (1-7 dwelling units/acre). It is inside the County Urban Limit Line and City of Pittsburg Sphere of Influence. The majority of the project is located outside City limits; APNs 089-050-067 & 042 (and portions of Highlands Ranch). The Commission will also be considering appropriate zoning for the City-owned water tank site located south of Highlands Ranch.

You are invited to submit comments regarding any aspect of this matter in writing or verbally at the public hearing. If you challenge the above matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

For further details on this matter, contact, **Chris Barton, Associate Planner**, 65 Civic Avenue, Pittsburg, by telephone at (925) 252-4920, through e-mail at *cbarton@ci.pittsburg.ca.us* or by fax at (925) 252-4814.

Melissa Ayres

MELISSA AYRES, SECRETARY
PITTSBURG PLANNING COMMISSION



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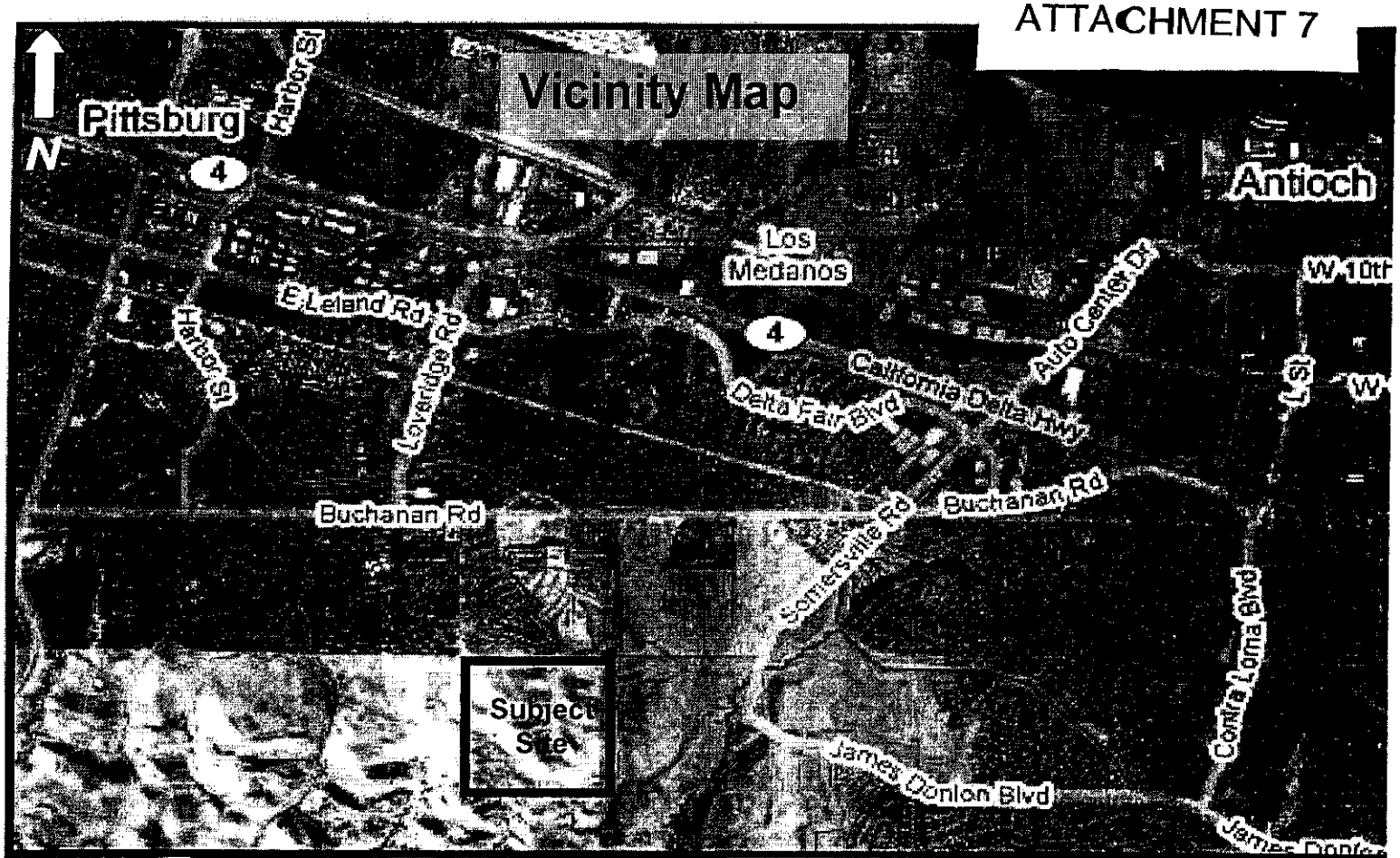

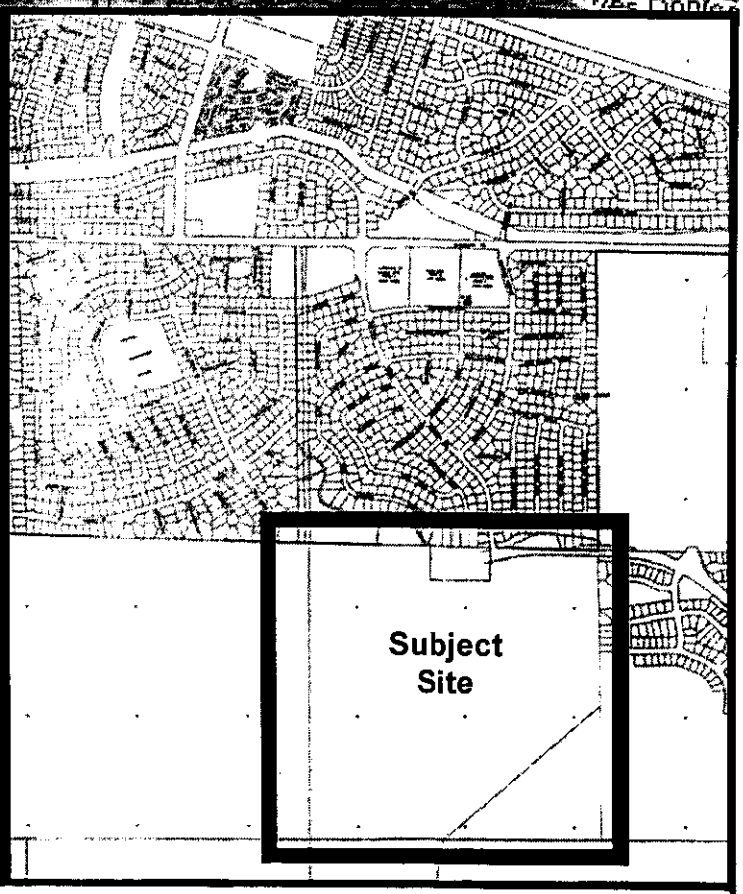

Title: Sky Ranch II Residential Development. RZ-02-21, SUBD 8475, DR-02-48.

Location: South of the Highlands Ranch Subdivision. APN's: 089-050-042, -066, -067 (and portions of Highlands Ranch).

Impact	Mitigation Measures	Action by	Oversight and Implementation Mechanism
V.A Biological Impacts			
IMPACT A1 **California tiger salamander (CTS)** Implementation of the proposed project would result in removal of 163 acres of aestivation and/or breeding habitat for the federally-listed threatened CTS. The CTS habitat on the project site currently is not designated or proposed by USFWS as CTS critical habitat. The footprint of the project as proposed encompasses the entire area of the project site; therefore, there is no opportunity for on-site mitigation for impacts to CTS habitat under the development plan as proposed. Development of the project as proposed would require a substantial off-site CTS mitigation proposal consisting of the purchase and preservation of up to 489 acres of occupied CTS habitat off-site or purchase of credits at an off-site agency-approved mitigation bank	**MM-A1:** • The developer shall develop A CTS Mitigation Plan in coordination with USFWS as part of the federal ESA Section 7 or Section 10 consultation. The CTS Mitigation Plan shall be approved by USFWS prior to site disturbance or approval of a grading permit. Habitat acquisition shall occur before initiation of grading on the project site. The CTS Mitigation Plan shall include provisions for relocation of CTS individuals from the project site, long-term conservation of the mitigation land, management activities to assure long-term protection of mitigation wetlands, and long-term maintenance of CTS breeding, refugial and dispersal habitats. • During construction, the applicant/developer shall employ qualified biological monitors during all construction or excavation activities associated with the project. The monitors shall hold appropriate permits from USFWS and shall implement provisions of the CTS Mitigation Plan including CTS trap-and-relocate as-needed. • Prior to and during construction, the applicant/developer shall employ a qualified biologist to deploy barriers to keep CTS that may be present in adjacent off-site areas out of developed areas of the project. The location and installation of these barriers shall be reflected on all grading and improvement plans. • Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.	Project Proponent	Engineering Department and Planning Department: Grading/site disturbance

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ATTACHMENT 8

IMPACT A2 **California tiger salamander (CTS)** Human activities and population within the project site can indirectly affect CTS. These effects include water and light pollution, human disturbance, increased numbers of domestic predators (*e.g.*, dogs and cats), increased vehicle-related disturbance, and increased risk of wildfire. Amphibians are susceptible to herbicides and pesticides. On breeding migrations, up to 15 to 20 CTS individuals per mile of road can be killed.	**MM-A2:** The developer shall implement the following measures related to the California tiger salamander: • The developer shall construct and maintain a permanent barrier that would keep CTS, which may be present on the adjacent Thomas and AUSD-owned parcels, out of the developed area. This feature shall be reflected on the grading and improvement plans for the first final map for the subdivision. • The developer shall implement low-light measures in the design of fixtures/light standards at the outer perimeter of the project site, especially the site's southern boundary, and off-site water reservoir service road. Low light measures shall be reflected on lighting and landscaping plans for the subdivision and site development plans for the water tank. A lighting plan shall be submitted with these plans to demonstrate that this requirement has been satisfied. The lighting plan shall be subject to review and approval by the Planning Department. • The developer shall construct an information kiosk in the southern portion of the project site to foster resident and visitor awareness of wildlife needs. The information kiosk shall be located in the mini-park if it is constructed in the area south of "C" Court, as recommend in Chapter V.G. The information kiosk shall be shown on the improvement plans for the final map corresponding to the development of the southern portion of the project nearest the wildland-urban interface. The kiosk shall also be shown on the grading plans for this area. • The developer shall construct access-restricting barriers to the off-site water reservoir and service road, and other EVA roads, to minimize wildlife disturbance and road kill. The recommended CTS barriers shall be designed to prevent CTS from entering the developed area. The design of the access restricting barriers shall be acceptable to the CDFG and subject to final approval by Planning Department. Access restricting barriers shall be shown on grading and improvement plans for the construction of off site water reservoirs and other service roads within the subdivision. • Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.	Project Proponent	The Engineering Department and Planning Department: Grading/improvement plans and lighting and landscaping plans
IMPACT A3 **San Joaquin kit fox (SJKF)** Implementation of the proposed project would result in removal of 163 acres of annual grassland at the northern limit of the range of the federally-listed endangered and California-listed threatened	**MM-A3:** • The CTS Mitigation Plan as required in MM-A1 shall be implemented in order to mitigate impacts to SJKF. This will compensate for the same kind of habitat used by the SJKF. The CTS Mitigation Plan shall be approved by USFWS prior to site disturbance or approval of a grading permit. Habitat acquisition shall occur before initiation of site disturbance/grading on the project site.	Project Proponent	Engineering Department and Planning Department: Grading/site disturbance

SJKF. The CTS habitat on the project site is not designated or proposed as critical habitat of SJKF; nevertheless it adjoins the SJKF movement corridors acknowledged in the Draft HCP.	• During Section 7, or Section 10, consultation, the developer in coordination with USFWS/CDFG shall consider mitigation parcel locations that are within the range of the SJKF or adjoin its movement corridors. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.		
IMPACT A4 **California red-legged frog (CRLF)** The project site was found not to contain permanent water habitat suitable for CRLF. USFWS has deleted by Final Rule previously proposed CRLF critical habitat which included extensive area south of the project site and included the southwestern corner of the project site.	None is warranted as there is no impact to CRLF species or its critical habitat.	none	N/A
IMPACT A5 **Loggerhead Shrike** Loggerhead shrikes are resident in the area, and nesting season wildlife surveys conducted in April and June of 2004 detected loggerhead shrike foraging at both the northern and southern edges of the project site, indicating that the species may nest off-site in the project area. Preferred nesting habitat for loggerhead shrike (*i.e.*, trees or shrubs with thick foliage) is limited to the few trees present on the project site. It is, therefore, unlikely that loggerhead shrikes nest on site.	**MM-A5:** The developer shall retain a qualified biologist to perform pre-construction surveys necessary to be certain that the species is not nesting on-site during grading and construction. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant shall provide the City with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, or site preparation of the site. If nests are detected onsite the biologist shall devise a construction plan that would allow successful nesting and the applicant shall immediately notify the Engineering Department and Planning Division and provide the City with proof of CDFG consultation(s). The City shall not authorize any activities which may result in site disturbance without CDFG approval. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.	Project Proponent	Engineering Department and Planning Department: Grading/site disturbance
IMPACT A6 **California Horned Lark** California horned larks were present at the site during winter surveys, the species was not detected on the site during surveys conducted during the spring and	**MM-A6:** The developer shall retain a qualified biologist to perform pre-construction surveys necessary to be certain that the species is not nesting on-site during grading and construction. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant	Project Proponent	The Engineering Department and Planning Department: Grading/site disturbance

summer, indicating that although the species winters at the site, it apparently does not nest.	shall provide the City with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, or site preparation of the site. If nests are detected onsite the biologist shall devise a construction plan that would allow successful nesting and the applicant shall immediately notify the Engineering Department and Planning Division and provide the City with proof of CDFG consultation(s). The City shall not authorize any activities which may result in site disturbance without CDFG approval. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.		
IMPACT A7 **Burrowing owl** Burrowing owl habitat was assessed not to be present at the time of surveys in view of the lack of ground squirrel burrows. Such conditions can change over time and are subject to various influences.	**MM-A7:** The developer shall retain a qualified biologist to perform pre-construction surveys necessary to be certain that the species is not nesting on-site prior to or during grading and construction. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant shall provide the City with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, or site preparation of the site. If nests are detected onsite the biologist shall devise a construction plan that would allow successful nesting and the applicant shall immediately notify the Engineering Department and Planning Division and provide the City with proof of CDFG consultation(s). The City shall not authorize any activities which may result in site disturbance without CDFG approval. Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.	Project Proponent	The Engineering Department and Planning Department: Grading/site disturbance

IMPACT A8 **Relation with New Road and Increased Traffic** The proposed Buchanan bypass would be a new road in the HCP/NCCP inventory area and the predicted increase in local population also would increase vehicle traffic on roads generally in the HCP/NCCP inventory area. San Joaquin kit fox, covered birds, reptiles, and amphibians may be killed or disturbed by increased vehicular traffic.	**MM-A8:** • The developer shall prepare CC&Rs which shall include specific prohibitions to off-road travel around the site's perimeter and upland areas and prohibitions to travel on the service road. CC&Rs shall be submitted to the Engineering Department for review and approval prior to approval of the Final Map for the corresponding phase of development. • The developer shall install street signs indicating such prohibitions. The design and location of the signage shall be subject to review and approval of the Engineering Department prior to approval of the improvement plans for the subdivision. • Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.	Project Proponent	Engineering Department: Approval of Improvement Plans and Final Map
IMPACT A9 **Increased Human Presence** The proposed project could increase visitation at Black Diamond Mines Regional Preserve and off-site walking on the reservoir service road, resulting in potential indirect impacts on biological resources from collection and harassment, introduction of nonnative species, predation by pets or feral cats, and increased frequency of wildfire ignitions. Pets and feral cats pose a serious threat to native birds, especially those that nest on or near the ground, as well as to native amphibians and reptiles. Ornamental plants may spread to adjacent protected areas and out-compete native plant species.	**MM-A9:** • The developer shall provide kiosk (see IMPACT A2, above) literature that includes pamphlets about prohibited activities including collecting or harassing protected species. The kiosk (see IMPACT A2, above) literature shall also include information on the designated walking trails in the area, restrictions on pets use of trails or non-designated areas off of designated trails. Kiosk literature shall be subject to review and approval of the Planning Department prior to approval of plot plans for homes at the southern portion of the subdivision. • Restrictions, if any apply, to hiking/walking on the reservoir service road shall be posted in accordance with requirements of CDFG and the City. If warranted, signs shall be installed prior to signing off on final building permit inspections. • CC&Rs for this project shall include a list of invasive species of plant and shall prohibit planting of listed invasive species. CC&Rs shall be submitted to the Engineering Department for review and approval prior to approval of the first Final Map. • Landscape plans shall comply with the City Landscaping Ordinance and approved plant list. • Compliance with the above requirements shall be confirmed by the Planning Department prior to signing off on final building permit inspections for homes at the southern portion of the subdivision. • Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.	Project Proponent	Engineering Department and Planning Department: Approval of Final Map, Plot Plans, Building Permit Final Inspections

IMPACT A10 **Relation with an Approved Open Space Pocket** The proposed project would bound an island, or "pocket," of open space dedicated within Black Diamond Ranch. The proposed open space, Parcel A, on Black Diamond Ranch will be surrounded on three sides by streets, residential lots and houses, and will not be connected to nearby open space along Markley Creek. Parcel A is not a connection in any migratory corridor and is not an uplands refugial connected with wetlands on the project site.	None warranted in view of less-than significant effect. Avoidance of the western side of Parcel A, therefore, would not remedy any biological impact associated with the isolation of this open space parcel.	None	N/A
IMPACT A11 **Increased Pollution in Urban Runoff** The proposed project potentially could result in increased runoff of urban pollutants such as grease, oil, and lawn pesticides into local streams. Amphibians are particularly sensitive to pesticides and herbicides in urban runoff.	**MM-A11:** • City maintenance shall practice limited weed abatement on the service road and reservoir area, using only mechanical methods or approved preemergent methods. Herbicides shall not be applied. • Fire break maintenance shall be performed by HOA, GHAD, or individual owners generally within the project's limits and never off-site. This requirement shall be refelected in the CC&Rs for the development and shall be subject to review and approval of the Engineering Department prior to final building permit sign off for homes.	City Developer	Public Works Department: Service calls to the reservoir area Individual home owners will be responsible for maintaining fire breaks & to not encroach beyond the project limits.
IMPACT A12 **Wetlands and other Waters of the U.S.** Implementation of the proposed project would result in removal of 1) an ephemeral stream reach of 163 lineal feet having defined bed and bank, which Albion Environmental further characterized as a wetland, 2) a west-east trending ephemeral stream and its south-north tributaries (945 to 1,484 lineal feet having defined bed and bank), and, 3) a south-north trending, disjunct, intermittent stream (394 lineal feet having defined bed and bank) in the southwest portion of the site. Because the footprint of the project encompasses the entire area of the project site, there is no opportunity for on-site mitigation for impacts to wetlands and other jurisdictional waters, under the proposed development plan.	**MM-A12:** Prior to the issuance of a grading permit or site disturbance activities, the developer shall: • Comply with the wetland mitigation required by USACE and RWQCB to compensate for on-site impacts to waters under federal or state jurisdiction. • Provide the Engineering Department and Planning Department with a wetlands delineation approved by the U.S. Army Corps of Engineers (USACE) prior to site disturbance or approval of a grading permit. • Provide the Engineering Department and Planning Department with authorization from USACE and RWQCB for project related impacts to wetlands and other waters of the U.S., or waters of the state prior to site disturbance or approval of a grading permit. • Prepare, in coordination with USACE, a compensatory Wetland Mitigation Plan prior to site disturbance or approval of a grading permit. Jurisdictional areas shall be replaced at a minimum 1:1 ratio through wetland compensation off-site, or wetland protection and creation on-site, to ensure that no net loss of acreage or functions and values to these areas occurs. • Apply for and obtain a Section 404 individual permit from USACE and a 1601 Streambed Alteration Agreement from CDFG prior to site disturbance or approval of a grading permit.	Project Proponent	Engineering Department and Planning Department: Grading Permit/Site Disturbance

The required ratio of replacement acreage to impacted acreage will be decided by regulatory agencies on a site-specific basis, based on the functions and values present on the project site.	• Apply for and obtain the Section 401 water quality certification, or waiver, from the San Francisco Bay Regional Water Quality Control Board prior to site disturbance or approval of a grading permit. • Apply for and obtain a 1601 Streambed Alteration Agreement from CDFG prior to site disturbance or approval of a grading permit.		
IMPACT A13 General Plan Goal 9-G-1 and Policy 9-P-1 require that assessments be conducted prior to development approval within habitat areas of special status species such as the California tiger salamander (CTS). *Biological Assessment for Sky Ranch II* (Huffman Broadway Group, June 2005) satisfies this requirement.	None warranted.	none	N/A
IMPACT A14 The creekways and wetlands policies of the City of Pittsburg (General Plan Policies 9-P-9, -10, -11, and -12) could be applicable to 1) perennial streams, having defined bed and bank, and also having riparian habitat, functional or aesthetic values or 2) wetlands having substantial habitat, functional, or aesthetic values. Stream reaches on the project site are seasonal, not perennial, and do not have riparian habitat value. An intermittent stream reach in the southwestern portion of the project site has 394 lineal feet with defined bed and bank; its adjacent reaches have a broad swale topography without defined bed or bank and function as overland drainages. A seasonal wetland having an area of about 0.02 acre was identified in the southeastern corner of the project site. In view of their insubstantial habitat and functional values and size, the seasonal stream reaches and wetland on the project site would not be inconsistent with any of the following policies: 9-P-9 (requires a 100 to 300 foot wide buffer for creekways), 9-P-10 (requires no development within creek buffers), 9-P-11 (encourages, but does not require, re-establishment of creeks in the design of new development), and 9-P-12 (requires protection and restoration of wetlands).	In view of the proposed grading and filling, creekways and wetlands preservation would not be possible without modifications to the proposed subdivision and grading plan. In view of the occurrence of CTS and jurisdictional waters on site, on-site mitigation measures, off-site compensatory mitigation measures, and alternatives to the proposed project have been assessed herein (see also Draft EIR, Appendix C, All Practicable Alternatives Analysis).	none	N/A

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IMPACT A15 General Plan Goal 9-P-19 calls for protection or replacement of mature trees through Zoning Ordinance regulations. The project site contains some scattered buckeye trees, most located generally in the southwestern portion of the site.	**MM-A15:** • The developer shall retain an arborist prior to grading to mark and map trees classified as mature trees under the City's prevailing regulations at the time of application for grading permit or else, in the absence of a regulation, by applying a trunk diameter standard of 12 inches or greater. A copy of the arborist's report shall be submitted to the Planning Department for review and approval prior to issuance of a building permit. This information shall be shown on the grading plan for the project. • The developer shall replace an equal number of trees (as those trees to be removed with the project) in the immediate vicinity of the reservoir site, reservoir service road, and headwall areas. Tree species and siting shall be determined by the arborist. A copy of the arborist's assessment shall be submitted to the Planning Department and the species selection and planting areas shall be reflected on the landscaping plan for these areas.	Project Proponent	Engineering Department and Planning Department: Grading plan and landscaping plan.
IMPACT A16 **Draft HCP/NCCP** The Draft HCP/NCCP is a future plan that has not concluded environmental review, USFWS/CDFG approval, or implementation. In view of the regional importance of the Draft HCP/NCCP, however, a consistency assessment is provided herein (see Draft EIR, Chapter V.A, Biology & Wetlands, "Future Policies," page V-80). Based on this consistency assessment, it is concluded that unspecified land in HCP/NCCP Sub-Zone 1d, located directly south of the project site, is likely to be acquired to create a 300-foot wide urban-wildland buffer. The reservoir and service road potentially could be located in this future buffer. Off-site compensatory mitigation required for the proposed project (489 acres) exceeds the initial acquisition target of 406 acres in Sub-Zone 1d.	**MM-A16:** • The developer shall design and construct the off-site reservoir and service road so that they meet requirements of the USFWS/CDFG and do not become impediments to habitat functions used by covered species or barriers to the movement of covered species. Prior to submitting grading and improvement plans for the off-site reservoir, the developer shall provide proof of USFWS/CDFG approval of the design to the Planning Department and Engineering Department. • The developer shall perform pre-construction surveys and construction monitoring in regard to development of the recommended off-site utility and service road. Pre-construction survey methods shall be reviewed and approved by the CDFG before surveys are conducted. The applicant shall provide the Planning Department and Engineering Department with proof of CDFG approval of survey methods prior to issuance of a grading permit and/or conducting any stripping, site preparation of the site. • Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall comply with the pre-construction survey requirements of the HCP / NCCP and shall pay all fees associated with the HCP/NCCP and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.	Project Proponent	Engineering Department and Planning Department: Grading/improvement plans.
IMPACT A17 **San Joaquin kit fox** The annual grasslands on the project site are illustrated in as being located	See Mitigation Measure A3 above	Project Proponent	N/A

on the outer edge of core kit fox habitat. The project's impact to the kit fox, therefore, could be considered to be potentially significant. The proposed project, however, would not remove land from any of the identified key SJKF movement corridors.			
V.B Geological Impacts			
IMPACT B1 Seismically-induced ground shaking at the project site could have peak horizontal acceleration up to 0.6g, based on current regional mapping by USGS. This is not unique in the San Francisco Bay area, but is a higher peak horizontal acceleration than reported in ENGEO's geotechnical report dated January 2001 and revised February 2002. Ground shaking caused by earthquakes along the known active faults or fault zones near the site, including Concord-Green Valley fault, Pittsburg/Kirby fault, Antioch fault, Mount Diablo thrust fault zone, and Greenville fault, could place people and structures at risk.	**MM-B1:** • Before issuance of grading permits, a Seismic Analysis Update shall be prepared by a Certified Engineering Geologist retained by the developer, which presents peak horizontal ground acceleration based on current knowledge. All recommendations of ENGEO Incorporated in its geotechnical report dated February 2002 shall also be confirmed or else modified based on the Seismic Analysis Update. The City Engineer independently, or acting upon the recommendation of an independent Certified Engineering Geologist, shall review, approve, or reject for modification, the seismic Analysis Update and recommendations prior to issuance of a grading permit.	Project Proponent	Engineering Department: Grading permit
IMPACT B2 The project site is located in a zone of seismic-induced ground shaking having peak horizontal acceleration up to 0.6g. Potential adverse impacts of ground shaking on development infrastructure, structures and people can be reduced to acceptable levels by completing the project seismic design and construction in accordance with current best standards for earthquake-resistant construction in accordance with the 2001 California Building Standards Code and City of Pittsburg Municipal Code Chapter 15.88 Grading, Erosion, and Sediment Control.	**MM-B2:** • The developer shall design proposed housing in accordance with provisions of the Building Code in effect at the future time of application for Building Permits. This requirement shall be met, to the satisfaction of the Chief Building Official, prior to approval of a building permit. • The project Geotechnical and Civil Engineer shall assign the appropriate "seismic design criteria" for the design of utilities including on-site and off-site water reservoirs. This requirement shall be met, to the satisfaction of the City Engineer, prior to approval of a grading permit. • The project Geotechnical and Civil Engineer in cooperation with PG&E shall assign and review seismic design criteria for cut and fill slopes that encroach within the PG&E easement or near power transmission towers. The developer shall provide proof of PG&E approval of the grading plan within the PG&E easement prior to approval of a grading permit.	Project Proponent	Engineering Department and Building Division: Grading Permit; Building Permit

IMPACT B3 Seismic-induced ground shaking and extensive grading cuts and fill to stabilize unstable slopes may in general have other indirect effects including ground lurching, liquefaction, densification, and lateral spreading. These risks were assessed and determined to be LTS effects owing to the nature of on-site soils, proposed grading concept and recommendations of the site-specific *Geotechnical Exploration for Sky Ranch II.*	None warranted as potential for ground lurching, liquefaction, and lateral spreading on the project site are LTS effects.	none	N/A
IMPACT B4 Many locations on the project site are susceptible to landslides and others are underlain by compressible colluvial deposits.	**MM-B4:** The developer shall implement the following measures addressing landslide and compressible soils impacts: • Sub-excavate compressible colluvium and landslide deposits to bedrock, where feasible, and then backfill with engineered buttress fills, to allow for development of the proposed improvements without exposure of persons or property to avoidable risk of debris flow, compressible soils, and differential settlement. • Construct sub-surface keyways and benches as shown conceptually in Figure 12, through disrupted landslide materials and shear planes into underlying competent materials. • Install sub-drains, as shown conceptually in Figure 12, to drain water from engineered buttress fills. • Size and then construct debris benches or other intervening undeveloped spaces to provide sufficient run-out areas for unmitigated landslides located upslope of the proposed houses, roads, and other improvements. • Construct the surface drainage facilities as determined by the developer's Civil Engineer to collect and control storm water runoff. Compliance with the requirements above shall be subject to review and approval of the Engineering Department prior to issuance of a grading permit.	Project Proponent	Engineering Department: Grading Plan
IMPACT B5 To ensure that landslide areas are properly repaired, site-specific designs will have to be developed and incorporated into the final design plans attached to the Vesting Tentative Map & Grading Plan for approval by the City.	**MM-B5:** The developer shall implement the following measures to ensure property design to prevent landslides: • A complete design-level final geotechnical report and associated field work shall be completed by a Certified Engineering Geologist. The analysis presented in the geotechnical report shall conform to the California Geological Survey's recommendations presented in the "Guidelines for Evaluating Seismic Hazards in California." • Analysis and recommendations in the geotechnical report shall be incorporated into the project's final	Project Proponent	Engineering Department and Building Division: Grading Permit

	engineering and design plans and submitted to the City Engineer for review and approval. • The report shall identify building techniques appropriate for minimizing seismic damage. Compliance with the requirements above shall be subject to review and approval of the Engineering Department and Building Division prior to issuance of a grading permit.		
IMPACT B6 Portions of Landslide areas #1, 2, 17, 18, 25 and 26 upslope of the proposed project would not be sub-excavated to bedrock and backfilled with engineered fill. In the event of a landslide, debris flow from these areas could run out over the perimeter lots and proposed headwalls on the project site.	**MM-B6:** • The developer shall size the width of the debris bench upslope of proposed Lots 95-106 to provide sufficient run-out area to protect Lots 95-106. • The developer shall perform additional test pits and/or bores, as recommended in its reports, to enable the actual design dimensions and depth of bedrock east of previous Test Pits TP-37 and TP-38. Additional cross-sections for the area beneath and upslope of Lots 95-106 shall be prepared and submitted with the Grading Plan. • The developer shall prepare and submit additional cross-sections (*e.g.*, see Draft EIR, Chapter V.B, Geology & Seismicity, section line E-E' in Figure 11) to address the debris volume and run-out area for the mapped landslides beneath and upslope of the eastern headwalls, Lots 181-183, and Lots 188-190. These additional cross sections shall be submitted with the grading plans. Compliance with the requirements above shall be subject to review and approval of the Engineering Department prior to issuance of a grading permit.	Project Proponent	Engineering Department: Grading Permit

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IMPACT B7 Unstable slopes, landslide and colluvial deposits can be repaired and structures can be protected from off-site debris flows. However, debris benches, headwalls and storm water diversion pipelines, v-ditches, and re-graded slopes on the project site would warrant long-term monitoring, maintenance, and repair or supplementation to ensure their continuing function.	**MM-B7:** • The developer shall prepare and submit a Slope Management Plan to the City Engineer for review and approval prior to the approval of the first Final Map. The Slope Management Plan shall address the following issues: (1) The Slope Management Plan shall identify the kinds of hazards found on the site and areas subject to continuing monitoring, maintenance, repair or supplementation, including areas in private and public ownership. (2 Improvements (*e.g.*, structures, roads, and storm water collection and systems) shall be designed to divert excessive storm water runoff water from on-site slopes and avoid excessive irrigation water on on-site slopes. (3) The Slope Management Plan shall include provisions for periodic inspection and long-term maintenance, episodic repair, and as-needed supplementation of the identified re-graded slopes, repaired landslides, debris benches, v-ditches and storm water diversion headwalls and pipelines. (4) The Slope Management Plan shall identify its purpose, implementing entity, and funding mechanism, which may be a Hazard Abatement District, Homeowners Association (HOA), or another mechanism approved by the City. (5) The Slope Management Plan shall be developed by a Registered Geotechnical Engineer or Certified Engineering Geologist, who shall be responsible for identification re-graded slopes, built structures, or other built or natural features essential for the long-term stability of the fills and cuts. (6) The Program shall include provisions for maintenance and timely remediation of any identified problems within the purview of the Plan, which shall be implemented and funded through the responsible entities. • The Slope Management Plan shall be consistent with the Natural Grassland Element (see Chapters V. D and V.G, pp. V-180 and V-234 & -235). The Natural Grassland Element shall designate where 1) introduced species landscaped areas will be allowed and 2) where natural grassland areas are to be maintained. The undeveloped slopes in the southern portion of the project site, generally above 390 feet msl, will be designated for maintenance as natural grassland in the Natural Grassland Element. Both the Slope Management Plan and Natural Grassland Element shall be incorporated into the Codes, Covenants & Restrictions (CC&Rs) and shall be subject to review and approval of the Engineering Department prior to issuance of the first Final Map. • Deed restrictions, easements, or other appropriate legal instruments shall be placed on all re-graded slopes to allow monitoring, maintenance, and remedial activities, and to require the property owners to maintain appropriate landscaping and irrigation procedures. These legal instruments shall be implemented prior to the approval of the first Final Map.	Project Proponent	Engineering Department: Final Map

IMPACT B8 Approximately 107 proposed lots, and additional areas of proposed roads, are underlain by colluvium. ENGEO identified potential for "excessive total and differential settlement" at the project site from consolidation of compressible colluvial deposits in the swales where fill will be placed and from settlement of foundations where supported over compressible colluvial and alluvial deposits. ENGEO recommended complete removal and replacement with engineered fill.	See Mitigation Measure MM-B4 above.	Project Proponent	Engineering Department: Grading Plan
IMPACT B9 ENGEO also recommended supplemental exploration to characterize the compressibility of soil in the southwestern valley. The purpose of ENGEO's recommendation was to allow for partial removal of compressible landslide or colluvial deposits, if subsequent supplemental exploration and engineering findings demonstrate partial removal could be effective.	**MM-B9:** • The developer shall complete removal of landslide or colluvial deposits within the limits of the project site during remedial grading, unless subsequent supplemental exploration is performed and demonstrates that partial removal would be effective. Building plot plans shall not be issued until compliance with this measure has been verified by the Engineering Department. • Final detailed geotechnical design documents shall be subject to review and approval of the City or independent Certified Engineering Geologist retained by the City, the cost of whose services shall be reimbursed by the Project Proponent. Geotechnical design documents shall be subject to review and approval of the Engineering Department prior to issuance of a grading permit. • Engineering solutions that shall be included in the final geotechnical report shall include the following: (1) Complete removal (over-excavation) of the landslide deposits, colluvium and unengineered fill material, or else settlement estimates, engineering measures, and/or structural siting guidelines for lots on which underlying compressible materials are left in-place (2) Slope stabilization measures for potentially unstable landforms that are located upslope of proposed building pads (cross section 'D-D'). (3) Calculations of upslope debris volumes and engineering backup for placement and size of debris benches for unrepaired off-site landslides (see Figures 9 or 11 of the DEIR). (4) Cost-benefit analysis for re-construction of off-site unstable slope areas (5) Structural siting guidelines for lots located downslope from slopes that could remain unstable (avoidance).	Project Proponent	Engineering Department: Grading Permit and Building Plot Plans
IMPACT B10 Post-grading settlement of "deeper" fills and underlying compressible colluvial deposits may result over a long period after grading. Post-grading settlement and differential settlement have the general potential to cause gradual damage to roads, utilities, and	**MM-B10:** • See MM-B9 above. • During project construction, mass grading and remedial over-excavation of landslide and colluvium shall be conducted under the supervision of a Registered Geotechnical Engineer or Certified Engineering Geologist and any design modifications necessitated by changes in field conditions shall be reviewed and approved by the City. Failure to notify the City of such changes may result in a stop work order by the	Project Proponent	Engineering Department Grading Permit and Building Plot Plans

occupied structures if not properly designed and constructed.	Engineering Department for grading operations.		
IMPACT B11 Soils on the project site are moderately to highly expansive, having a PI that ranges from 22 to 46. Soils underlying portions of the project site have moderate to high shrink/swell potential. Foundation damage, warping, and cracking of roads and sidewalks, and rupture of utility lines could potentially occur if on-site expansive soils, and the quality of engineered fill, is not considered during design and construction of improvements.	**MM-B11:** • Building foundations and other improvements (including sidewalks, roads, and utilities) in locations underlain by expansive soils and/or non-engineered fill shall be designed for expansive soil conditions. • Design-level geotechnical work (for example, as required by Mitigation Measures for IMPACTS B5 and B6) shall include provisions to ensure that potential damage related to expansive soils and non-uniformly compacted fill are corrected. If warranted by the geotechnical engineer recommendations, the potential effects of expansive soil conditions shall be mitigated by removal of high Plasticity Index (PI) soils and replacement with lower PI soils, and also by designing and constructing improvements to withstand the forces exerted during the expected shrink-swell cycles and settlements. • On lots, driveways and streets having both cut and fill, or cut without fill, foundation subgrades and road/driveway subgrades shall be prepared by undercutting and backfilling with a suitable depth of select base material. Undercutting shall extend outward a suitable distance from the road, driveway or foundation foot print. • All mitigation measures, design criteria, performance standards and specifications set forth in the geotechnical and soils report shall be implemented with the grading plans and site grading for the project. The geotechnical and soils report shall be subject to review and approval of the Engineering Department prior to the issuance of a grading permit.	Project Proponent	Engineering Department Grading Permit
IMPACT B12 Increased erosion and sedimentation during the grading phase potentially could result from cut and fill operations, drainage pattern alteration, and general construction operations. Cut slopes and fill slopes have a general potential for erosion and sedimentation, especially if grading occurs during the rainy season. Long-term erosion and sedimentation can occur if grading and drainage systems are improperly constructed and landscaping is not adequately installed or maintained on slopes. Short-term and long-term erosion and sedimentation can be significantly reduced by developing and implementing a project-specific erosion and sediment control plan, by appropriate construction techniques, landscaping, and maintenance of graded slopes and subsurface drainage systems.	**MM-B12:** • The applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to be submitted to the City for review and approval prior to issuance of a grading permit. The following measures shall be addressed and incorporated into the SWPPP as necessary to decrease erosion and sedimentation: • Grading activities shall be performed generally in the "dry season" (April 15 - October 15) except as otherwise permitted by the grading permit. • Interim controls, such as water bars, mulching of exposed slopes, installation of temporary culverts, rock slope protection, sediment traps, silt fences and/or straw wattles consistent with the Association of Bay Area Governments *Manual of Standards for Erosion and Sedimentation Control Measures* or the San Francisco Bay Region Regional Water Quality Control Board *Erosion and Sediment Control Field Manual* shall be implemented. • Before grading is concluded, a positive gradient away from the slopes must be established to carry the runoff away from the slopes to areas where erosion and sedimentation can be controlled.	Project Proponent	Engineering Department Grading Permit

V.C Hydrology & Water Quality Impacts			
IMPACT C1 The proposed project would result in some loss of ground water recharge capability by filling of segments of unnamed intermittent and ephemeral stream channels. On-site infiltration basins and infiltration in the detention basin were considered but were assessed to be infeasible in view of the depth to groundwater and on-site soil conditions. Alternative recharge at the proposed detention basin, for example, by a groundwater recharge well, is not a current Best Management Practice (BMP). In view of the LTS nature of the ground water recharge effect, mitigation is not required.	None required	none	N/A
IMPACT C2 Though the City of Pittsburg's two municipal wells could supply on an interim basis, the permanent water supply assumed in the *City of Pittsburg 2000 Urban Water Management Plan* is purchased water from CCWD. Inclusion of the project site in the Central Valley Project (CVP) is necessary to avoid potential overdraft of ground water from the two municipal wells.	**MM-C2:** • The developer shall provide all necessary documentation as required by CCWD for its application for inclusion of the project site in the CVP. The developer shall provide the Engineering Department a copy of a "Will Serve" letter from CCWD for the project prior to the issuance of a grading permit.	Project Proponent	Engineering Department Grading Permit
IMPACT C3 The proposed grading and construction of headwalls would necessitate permanent access for the purpose of periodic inspection and maintenance. The proposed alteration of natural drainageways creates potential for clogging of the bypass piping with debris and back-up of water on the Antioch Unified School District-owned parcel.	**MM-C3:** • The developer shall include provisions for direct access for maintenance equipment and permanent easements to enable access to drainage structures including headwalls, catchment basins, and outfalls. These access easements shall be reflected on corresponding final maps for applicable phases of the development. • Also see mitigation measures for IMPACT C4.	Project Proponent	Engineering Department Final map(s)
IMPACT C4 The proposed grading and filling of segments of intermittent and ephemeral streams requires construction of graded slopes, concrete-lined V-ditches, headwalls, bypass pipe and two outfalls. After construction,	**MM-C4:** Developer shall include the following features in the design of drainage infrastructure for the project: • Headwalls shall not be designed or constructed to act as detention basins. • Headwall areas shall be graded, restored, and then maintained in a manner as to provide natural	Project Proponent	Engineering Department Improvement plans

potential siltation caused by erosion of the proposed detention basin's 3:1 sloped side walls, sloped headwall areas, and outfalls would remain a possibility and would require periodic monitoring and recurring maintenance for the life of the project. The drainage alteration, therefore, has the potential to result in long-term erosion and siltation of off-site receiving waters and man-made conveyance or detention systems.	filtration of the area around each headwall. • Headwalls and the outfall shall be designed with appropriate settlement, filtration and energy dissipation features. If deemed appropriate by the City Engineer, a trash rack at the headwall shall be installed to prevent trash and larger debris from entering the pipelines. • If deemed appropriate by the City Engineer, the developer shall install 1) dissipaters and plantings at the headwalls and outfall to minimize erosion and provide natural filtration and settling; 2) gabion dissipaters at the outfall to reduce velocity and minimize erosion; 3) Rip rap or gravel beds at the three proposed headwalls along the southern boundary of the project site to reduce flow velocity and allow settling, and; 4) A vegetated buffer area upslope of the headwall to assist filtration and settling. • A perpetual funding source, to the satisfaction of the City Engineer, shall be established for maintenance of the proposed on-site detention basin, headwalls and outfalls. • The developer shall provide the Engineering Department with proof of infrastructure design approval of the Contra Costa County Flood Control and Water Conservation District (CCCFCWCD) for infrastructure impacting CCCFCWCD. The above requirements shall be reflected on improvement plans and shall be subject to review and approval of the Engineering Department prior to the approval of improvement plans.		
IMPACT C5 Off-site, in Markley Creek, there is some potential that increased duration of storm water discharges could potentially contribute to stream bank erosion and turbidity. Storm water discharges from proposed Sub-area 6 and the upstream tributary area would not be detained. Tributary area, addition of impervious surface, and slope of the man-made conveyance systems are accounted for in *Drainage and Sewer Study, Addendum #1.* Incremental rates of runoff in comparison to pre-project levels would not be substantial for 2-, 5-, 10-, 25-, 50-, and 100-year storms. For the 10-year, 24-hour recurrence storm, the peak flow (Q_{10}) would increase to 16 cfs from 13 cfs.	None required as these effects are LTS.	none	N/A
IMPACT C6 Grading has an acknowledged potential to induce erosion and sedimentation owing to cut and fill, removal of native grasses, and creation of slopes without vegetative cover.	**MM-C6:** The developer shall provide for or ensure compliance with the following measures: • A SWPPP prepared in accordance with the City's grading ordinance that addresses specific grading activities on the project site, construction of headwalls, outfalls and dissipaters, and restoration of native grass cover on graded slopes.	Project Proponent	Engineering Department Grading permit

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	• Implementation of BMPs for erosion control as set forth in the SWPPP, including but not limited to application of soil stabilizers such as hydro-seeding, netting, erosion control mats, and rock slope protection. • Grading shall be performed generally in the "dry season" except as grading in the rainy season (October 15 – April 15) may be allowed in the SWPPP and Grading Permit subject to the approval of the Engineering Department. • Prior to re-establishment of vegetative cover, the developer shall use such temporary measures as fiber rolls along slopes, and silt fences at the boundaries of the construction site adjoining drainageways, as necessary. • To prevent tracking of mud onto adjacent roads and airborne dust, developer shall construct temporary areas of aggregate "mats" over bare soil to create stable areas for off-road vehicles and construction employee vehicles. • Construction entrances and exits shall be equipped with water and temporary collection of rinse water for tire rinsing to remove mud as needed. The above requirements shall be actively complied with during construction. Lack of compliance with these requirements will result in a "stop work" order by Engineering Department field/project inspectors.		
IMPACT C7 The rate of storm water runoff from the project site and Highlands Ranch would remain below the allowable pre-development peak rate (235 cfs) owing to the existing and proposed detention systems. On-site detention will limit critical flows from the proposed detention basin in Sky Ranch II to 15 cfs. Off-site detention will limit critical flows from the existing detention basin in Highlands Ranch to 79 cfs. The effect, therefore, is LTS.	None required.	none	N/A
IMPACT C8 The amount of storm water runoff from the project site would increase above the pre-development volume owing to the addition of impervious surfaces such as roof tops, walkways, and road pavement. The proposed on-site detention basin in Sky Ranch II has been sized to accommodate the critical storage volume and avoid down stream flooding. The on-site storage volume adequate to detain runoff for the critical storm is 7 acre-feet at water surface elevation 244.5 feet above msl. The estimated available	**MM-C8:** • The developer shall submit to the City Engineering Department final detention basin design detail with 14-acre feet of storage (assuming 3:1 graded slopes, and 250-foot msl maximum surface water elevation) and the final HEC-1 hydrological routing calculations for the 100-year, 12-hour, 6-hour, and 3-hour storms. • Design of the detention basin shall be subject to review and approval of the Engineering Department prior to the issuance of a grading permit.	Project Proponent	Engineering Department Grading permit

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storage capacity in the proposed detention basin is 14 acre-feet.			
IMPACT C9 Storm water runoff from the project site would add to the pre-development volume detained in the Highlands Ranch detention basin. The existing detention basin in Highlands Ranch has been sized to accommodate the critical storage volume and avoid down stream flooding. For the critical storm, the off-site storage volume adequate to detain combined inflow from various tributary sub-areas upstream of the Highlands Ranch detention basin is 16 acre-feet. The estimated available storage capacity in the existing detention basin is 21 acre-feet at water surface elevation 117 feet above msl. This potential effect, therefore, is LTS.	None required.	none	
IMPACT C10 Storm water runoff from the project site, Highlands Ranch, and other tributary sub-areas would add to the pre-project volume detained in the CCWD detention basin north of Buchanan Road. For the critical storm, the storage volume adequate to detain combined inflow from various upstream tributary sub-areas is 4 acre-feet at a water surface elevation 88.3 feet above msl. The estimated available storage capacity in the existing detention basin is 6 acre-feet at water surface elevation 90.0 feet above msl. The potential effect on the CCWD-owned detention basin is LTS.	None required.	none	
IMPACT C11 Storm water runoff from the project site, Highlands Ranch, and other tributary sub-areas would add to the pre-project flows conveyed in off-site pipeline north of Buchanan Road. Capital improvement project SD-18 consists of 1,000 lineal feet of upsized storm sewer pipeline from Contra Costa Canal north to Los Medanos Community College has no committed funding sources.	**MM-C11:** It is the City's understanding that the project will provide drainage facilities that will not discharge storm drainage at a higher peak flow than current conditions. If, however, this project does impact the Kirker Creek downstream facilities, then the developer shall pay a fee of $0.68 per square feet for increases in the area of impervious surfaces created for the project that do impact the facilities constructed under this program. Payment, if required, shall be made prior to the City Council's approval of the Final Map.	Project Proponent	Engineering Department Final Map

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IMPACT C12 Grading and construction have an acknowledged potential to present a risk of unauthorized discharge of hazardous materials to storm sewers and natural drainageways.	**MM-C12:** The developer shall prepare a Spill Prevention and Contingency Plan (SPCP) which shall be submitted to the City at the time of application for a Grading Permit. The SPCP shall be subject to review and approval of the Engineering Department prior to the issuance of a grading permit. The developer shall agree to (and the SPCP shall address): • Implement BMPs and provisions for emergency notification procedures and response contingencies, spill clean up kits, secure storage of hazardous materials, designated sanitary waste bins. • Use commercial equipment refueling on the project site and further agrees not to store diesel fuel or gasoline on-site. • Notify contractors and provide copies of the SWPPP and SPCP for all contractors. • Provide guidelines for contractor handling of waste paints, waste adhesives, and other hazardous materials. Such materials generally shall not be stored on the project site, or if stored, said storage shall be inside secure, covered storage structure and limited to compatible materials. Storage of hazardous materials above exempt quantities requires permit and Hazardous Materials Business Plan from Contra Costa County Department of Environmental Health.	Project Proponent	Engineering Department Grading Permit
IMPACT C13 Funding sources and the responsible parties are necessary for long-term monitoring, implementation of current BMPs and public awareness programs, and maintenance of constructed on-site drainage systems.	**MM-C13:** The developer shall implement the following measures to ensure long term operations and maintenance of on-site drainage systems: • A perpetual funding source for periodic maintenance of the proposed detention basin, headwalls, and outfalls shall be created through agreement between the developer and City of Pittsburg. • An Operation and Maintenance Manual for periodic monitoring and maintenance of the detention basin, headwalls, open channel and outfalls. The manual should be written clearly so it could function as a complete guide for any commercial or public works maintenance entity. • BMPs and public awareness measures to limit or reduce such potential pollution and prevent some from entering the drainage system. • Before construction of the detention basin, headwalls, and outfalls, the funding source (for long-term monitoring, implementation of BMPs and public awareness programs, and maintenance of passive treatment BMPs) shall be established, subject to the review and approval of the City Engineer. The developer shall submit the O&M Manual to the City Engineer for review and approval prior to approval of grading plans for the detention basin.	Project Proponent	Engineering Department Grading plans
V.D Visual Resources			
IMPACT D1 Light-colored, reflective stucco and reddish. clay tile architectural design elements could potentially degrade the visual character and quality of adjacent southern hills. Light-colored stucco and reddish roof tones tend to	**MM-D1:** • The developer shall modify the roof color-palette to substitute natural, terrain-neutral color and restrict terra cotta or clay roof tiles on certain lots including proposed Lots 126-136, 206, 268, 300-309, 344-346, and all other lots generally above 350 feet msl. Also, the palette for proposed lots north of the Buchanan Bypass should be consistent with Highlands Ranch. Require Codes, Covenants & Restrictions that prohibit or limit roofing color changes by future owners.	Project Proponent	Planning Department Building permit

contrast with the natural setting and hence, could potentially distract from key focal elements of the existing scenic vista (*i.e.*, existing annual grassland and adjoining hills).	• The developer shall modify the stucco and exterior trim color-palette to substitute more saturated terrain-neutral exterior colors and restrict white or light reflective exterior colors on certain lots. The palette for proposed lots north of the Buchanan Bypass should be consistent with Highlands Ranch. Require Codes, Covenants & Restrictions that prohibit or limit stucco or exterior paint color changes by future owners. The above modifications shall be subject to review and approval of the Planning Department prior to approval of a building permit.		
IMPACT D2 Through landscaping and introduction of non-native landscape species, the project could potentially degrade the natural setting and draw focal attention away from existing trees that accent the adjoining hills above 500 feet (msl). Policy 4-P-82 of the General Plan suggests new development be responsive to natural elements and maintain a sense of connection to surrounding uses.	**MM-D2:** The developer shall prepare a design supplement, herein called a "Natural Grassland Element," to illustrate 1) where landscaped areas will be allowed and 2) where natural grassland areas are to be maintained as shown, for example, on Page V-175, Figure 19 of the DEIR. The developer shall Incorporate the requirements of the "Natural Grassland Element" into the Codes, Covenants & Restrictions (CC&Rs) that prohibit introduced species on designated graded slopes and other designated as natural grassland areas. Codes, Covenants & Restrictions shall control the following: • landscaping of slopes on specific lots (such as, for example, Lots 127-137, Lots 307, 308 and 379-381, and other undeveloped slopes in the southern portion of the project site generally above 390 feet msl) to achieve a sense of connection with the adjoining open grassy hills and ravines. The CC&Rs shall prohibit the planting of species such as ivy, ice plant, shrubs and trees on the slopes on these specific lots. • fences on the slopes on specific lots (such as, for example, Lots 127-137 and Lots 307, 308 and 379-381) to maintain an open look of continuous, uninterrupted grassy contours. To maintain an open quality, solid fences on the slopes on these specific lots shall be prohibited; transparent, open fences are acceptable in lieu of solid fence designs. Chain link fencing shall not be an option for an open fence. The above requirements shall be subject to the review and approval of the Planning Department and shall be implemeted prior to approval of building plot plans.	Project Proponent	Planning Department Building Plot Plans
IMPACT D3 Reflective glare could potentially detract from the natural scenic vista of the southern hills and cumulatively could contribute to urban night glow. The houses on Lots 128-132 have specific potential to direct reflective glare from rear-facing windows toward the north near sunset (April-September).	**MM-D3:** • Rear elevations of proposed houses on Lots 128-132 shall incorporate reduced window area to assure consistency of proposed window area on rear elevations with the design objective of avoiding a new source of substantial glare. This requirement shall be reflected on the building plans and subject to review and approval of the Planning Department prior to issuance of a building permit.	Project Proponent	Planning Department Building Permit

IMPACT D4 Street lights on "A" Court, "D" Court, and other proposed streets, and home and backyard illumination have a general potential to add the light levels on the site. Street luminaires, flood lights, landscape lighting, and interior lighting have a potential to add multiple new visible light sources which could detract from the natural scenic vista of the southern hills and cumulatively could contribute to urban night glow.	**MM-D4:** • The developer shall use full cutoff street luminaires to direct light downward for outdoor fixtures on streets, homes and public open spaces. "Full cutoff" luminaire means a luminaire that allows no direct light emissions above a horizontal plane through the luminaire's lowest light-emitting part. • The developer shall prepare a plan which shows the proposed height, location, and intensity of street lights on-site. The plan shall comply with minimum standards for roadway lighting, and shall be reviewed and approved by the Planning Department prior to the approval of lighting plans and architectural drawings for homes. Light fixture design requirements identified in MM-E1 shall comply with the above requirements. • Codes, Covenants & Restrictions (CC&Rs) shall restrict the use of flood lighting and landscape lighting on the slopes and yards of specific lots (such as, for example, Lots 127-137 and Lots 307, 308 and 379-381) to avoid light "trespass" or "spill" and excessive illumination levels and shall prohibit continuous all-night exterior lighting throughout the project.	Project Proponent	Planning Department Lighting plans, CC&Rs
V.E Land Use & Planning			
IMPACT E1 Without retaining connected open space as common area under common ownership by a Homeowners' Association, or without using a single-loaded street design, there is relatively less opportunity for orientation of future homes toward open space. The design of the houses, proposed streets, sidewalks, lighting, and fencing will have considerable influence over the ultimate suburban atmosphere or rural atmosphere experienced within the project.	**MM-E1:** The developer shall implement the following design modifications to the extent that they are required with Design Review approval: • Options such as modified front elevations to de-emphasize garage doors. • Staggered building setbacks in the southern portion of the project site. • Alternative street cross sections for the southern portions of "B" Street and "D" Street and for the entire length of "B" Court, "C" Court and "D" Court. Alternative street sections may not have conventional curbs and sidewalks in favor of a more rustic design with extra tree planting width. • A "Fencing and Natural Grassland" strategy to avoid visual interruption of prominent south facing slopes visible from Buchanan Road. • Reduced lighting requirements for the southern area of the site along the southern portions of "B" Street and "D" Street and for the entire length of "B" Court, "C" Court and "D" Court (also see MM-D4) Design modification required with Design Review approval of the project shall be implemented as specified in the Vesting Tentative Map and Design Review conditions of approval.	Project Proponent	Planning Department Vesting Tentative Map and Design Review conditions of approval
IMPACT E2 The proposed project lacks connection to Black Diamond Ranch.	**MM-E2:** • The City shall consider requiring additional connections by means of pedestrian paths, which the developer shall build if required. Additional pedestrian connections shall be implemented as specified in the Vesting Tentative Map and	Project Proponent	Planning Department Vesting Tentative Map and Design Review conditions of approval

	Design Review conditions of approval.		
IMPACT E3 The applicant proposes filling of identified stream channels and wetlands without on-site conservation. Stream and wetlands alteration could be mitigated by means of off-site compensatory mitigation. *General Plan* goals or policies 9-P-9 through -11 encourage, but do not require, restoration or re-establishment of creeks in the design of new development. Policy 9-P-12 requires protection and restoration of wetlands. General Plan policies 9-P-9 through -12 are intended for 1) conservation of perennial creeks, having defined bed and bank , and also having riparian habitat, functional, or aesthetic values, as opposed to intermittent or ephemeral creeks lacking these values, or for 2) conservation of wetlands having substantial habitat, functional, or aesthetic values.	**MM-E3:** See Mitigation Measure A12 above.	Project Proponent	N/A
IMPACT E4 The proposed project includes no open space; therefore, the land preservation calculation in the HCP/NCCP, which is based on about 80 developed acres rather than 160 developed acres on the project site, needs to be revised.	**MM-E4:** The City shall coordinate during finalization of the HCP/NCCP and shall provide the revised developed acreage for the project site so that preservation goals and targets in the HCP/NCCP can be increased as necessary.	City	Planning Department City approval of HCP
V.F Population, Housing, and Employment			
IMPACT F1 With lateral connections from the Buchanan Subarea Loop II this water transmission mitigation measure could serve planned land development in the Buchanan Planning Subarea as planned in the City's adopted *General Plan*, including, for example, the Thomas Ranch and Montreux parcels. Though the proposed project could not directly induce housing development or population growth, in conjunction with this	None is warranted. Such housing development in the Buchanan Planning Subarea and the associated population growth there have been considered as part of the General Plan adoption process. The *2000 Water System Master Plan* and capacity of this water transmission pipeline are based on development assumptions consistent with the adopted General plan land uses. The proposed annexation of the project site into the Central Valley Project would not extend annexation or a will-serve commitment from the Contra Costa Water District to adjoining or nearby parcels.	none	N/A

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water conveyance mitigation measure, provision of water to the project site indirectly could induce development on the nearby parcels by alleviating a current water-pressure constraint.			
V.G Community Services & Utilities			
IMPACT G1 Development of the project could lead to increased use of the nearest neighborhood parks including Highlands-Buchanan Road Park, Highlands Park, Marchetti Park.	**MM-G1:** The developer shall design, construct and pay for an on-site mini-park with swings and other play apparatus, and tennis courts within the subdivision. The site shall be in the location or vicinity of Lots 181-190 or as otherwise approved by the City Engineer. The design of the park shall be subject to review and approval of the Engineering Department and shall be subject to final approval by the Recreation Commission prior to the approval of a final map for the corresponding phase of development. Park improvements shall be completed prior to the acceptance of subdivision improvements for the development phase.	Project Proponent	Engineering Department Final Map and acceptance of improvements.
IMPACT G2 Development of the project is expected to increase visitation at Black Diamond Mines Regional Preserve (BDMRP) and also increase the use of Buchanan Park, Contra Loma Regional Park, and Stoneman Park.	**MM-G2:** • The developer shall pay an *in lieu* park fee, or dedicate park land, or perform a combination of both, equivalent to 5.89 acres (1.42 acres per 100 dwelling units) as required by the City Engineer. In the event that open space is dedicated under one of the alternatives to the proposed project, such dedication of open space shall not be counted as park land dedication. In Lieu park fees shall be paid prior to the recordation of the first final map. • The developer shall protect right-of-way across the entire 110-foot width of the combined PG&E and Kinder Morgan Energy Partners easements, for future development of an east-west trail connection with BDMRP. Protection of the trail right-of-way may be counted in the future as part of the developer's park land dedication requirement, subject to the City Engineer, only at that time when trail improvements are made, and only for that portion of the right-of-way on which trail improvements are actually made.	Project Proponent	Engineering Department First Final Map
IMPACT G3 On-site park land dedication, or trail right-of-way protection on the project site, would have the same impact on wildlife species and their habitat as described for the proposed project in Chapter V.A, Biology & Wetlands. Coverage of any portion of the site with tot lots or tennis court, for example, would remove grassland habitat and introduce human presence.	**MM-G3:** The developer shall implement the following measures prior to site disturbance to minimize biological impacts resulting from the construction of the new park or trails: • Perform compensatory mitigation measures as described in Chapter V.A, Biology & Wetlands of the EIR. • Construct appropriate permanent barriers around all on-site park areas, to prevent movement of terrestrial wildlife across these areas. • Retain a qualified biologist to perform appropriate pre-construction or nesting surveys before constructing on-site park or trail improvements. • Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the	Project Proponent	Planning Department Grading permit/site disturbance

	HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.		
IMPACT G4 Off-site trenching for construction of 9,600 lineal feet of 20-inch diameter water transmission pipe and 12,400 lineal feet of 16-inch diameter water transmission pipe will generate temporary diesel exhaust fumes, dust and noise along the construction corridor. Temporary traffic diversion potentially could result from construction detours or drivers changing routes to avoid the construction zone could cause temporary traffic intrusion, dust and in neighborhoods adjoining the construction corridor such as, for example, Ventura Drive north of Buchanan Road.	**MM-G4:** Off site construction activities shall limit hours of construction to avoid nighttime construction through residential neighborhoods. The developer shall use trench cover plates to maintain open lanes of travel on Buchanan Road during the peak commute hours and implement dust control and street cleaning measures to control fugitive dust. **Residual impact after mitigation: Unavoidable**	Project Proponent	Engineering Department Grading permit
IMPACT G5 Construction of the City-recommended Zone II/III water reservoir would impact approximately 1 acre of native annual grasslands, all within the acknowledged range of the SJKF, foraging habitat potentially used by protected species of bird, and proposed critical habitat of the CRLF.	**MM-G5:** • Prior to starting construction on the water reservoir needed for the project, the developer shall retain a qualified biologist to perform appropriate pre-construction or nesting surveys and perform compensatory mitigation measures, as needed and described in Chapter V.A, Biology & Wetlands. • Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.	Project Proponent	Engineering Department and Planning Department Grading permit and site disturbance
IMPACT G6 Construction and operation of the City-recommended Zone IV water reservoir would impact approximately 2.5 acres of native annual grasslands, all within the acknowledged range of the SJKF, foraging habitat potentially used by protected species of bird, and proposed critical habitat of the CRLF.	**MM-G6:** • Prior to starting construction on the off site water reservoir and service road improvements needed for the project, the developer shall retain a qualified biologist to perform appropriate pre-construction or nesting surveys. • The developer shall perform compensatory mitigation measures, as described in Chapter V.A, Biology & Wetlands, for additional acreage estimated in the amount of 2.5 acres, or three times the acreage used for the reservoir and service road, whichever is less. The developer shall comply with these requirements prior to the issuance of a grading permit or site disturbance associated with construction of the reservoir.	Project Proponent	Engineering Department and Planning Department Grading permit and site disturbance

	• Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.		
IMPACT G7 Operation of a public-dedicated sanitary sewer lift station has the potential to cause impact from pump noise or emergency back-up power generator noise, and odor from upset conditions. The pump station would require periodic maintenance and could result in temporary noise associated with maintenance or replacement activities.	**MM-G7:** • The developer shall provide sanitary connections on Lots 162-204 to connect to a lateral that has gravity flow to the collection system in Black Diamond Ranch. In the event the City Engineer determines a gravity flow collection system is infeasible, noise generated from sewer lift stations shall not exceed 65 dB CNEL at the property line of the lift station. This design shall be subject to review and approval of the Engineering Department prior to the approval of improvement plans and the first final map.	Project Proponent	Engineering Department First Final Map and Improvement Plans
IMPACT G8 Construction of the approximately 4-acre detention basin would have the same impact on wildlife species and their habitat as described for the proposed project in Chapter V.A, Biology & Wetlands. Excavation and filling in and around the basin, and proposed sound wall and lot fencing would remove grassland habitat and introduce human presence.	**MM-G8:** The developer shall implement the following measure to mitigate for biological impacts resulting from construction of the detention basin: • Perform compensatory mitigation measures as described in Chapter V.A, Biology & Wetlands. • Construct appropriate permanent barriers around all on-site park areas, to prevent movement of terrestrial wildlife across these areas. • Retain a qualified biologist to perform appropriate pre-construction or nesting surveys before constructing on-site park or trail improvements. • Electing to participate in and comply with the requirements of the East Contra Costa County Habitat Conservation Plan / Natural Communities Conservation Plan (HCP/NCCP) may satisfy the above requirements. Should the developer elect to participate and comply with the requirements of the HCP/NCCP to satisfy the requirements of the above mitigation measure, the developer shall pay all fees associated with the HCP/NCCP and conduct necessary preconstruction surveys and comply with all conservation strategy requirements of the HCP, to the satisfaction of the Planning Department, prior to grading or site disturbance.	Project Proponent	Engineering Department Grading permit and site disturbance
IMPACT G9 Construction and operation of new junior high and elementary schools could result in adverse impacts, which are dependent on school siting. The locations of the new schools are unknown; hence, the particular	None	None	N/A

nature and extent of adverse effects are speculative and the potential impacts are not discussed further.			
IMPACT G10 Off-site construction of Station 85 will generate temporary diesel exhaust fumes, dust and noise in the vicinity of the station. construction site.	**MM-G10:** • Hours of construction for Station 85 shall occur between the hours of 8 a.m. to 5 p.m. unless otherwise permitted by the City Engineer. • As required by the grading ordinance, the contractor building Station 85 must implement dust control and street cleaning measures as necessary to control fugitive dust.	City	Engineering Department Grading Permit
IMPACT G11 Construction of the Buchanan Bypass or Buchanan Road widening each could generate temporary diesel exhaust fumes, dust and noise along the construction corridor.	**MM-G11:** • Hours of construction for the Buchanan Bypass shall occur between the hours of 8 a.m. to 5 p.m. or as otherwise permitted by the City Engineer. • As required by the grading ordinance, the contractor constructing the Buchanan Road Bypass must implement dust control and street cleaning measures as necessary to control fugitive dust.	City	Engineering Department Grading Permit
IMPACT G12 Operation of the Buchanan Bypass or a widened Buchanan Road each could generate long-term noise at sensitive receptors (see Chapter V.I, Community Noise).	**MM-G12:** • The developer shall construct or pay for the off-site improvements described in Chapter V.I, Community Noise.	Project Proponent	N/A
IMPACT G13 The project site would require annexation into the U.S. Bureau of Reclamation's CVP and a Will-Serve letter from CCWD. The annexation request cannot be processed by CCWD until CCWD has evidence of Section 7 or Section 10 consultation with USFWS and verification of wetlands delineation by USACE. Therefore, assurance of the water supply for this site is pending Section 7, or Section 10, consultation and annexation actions.	MM-G13: • The developer shall provide a copy of a "Will Serve" letter from CCWA for the project prior to the issuance of the first building permit.	Project Proponent	Planning Department Building Permit
IMPACT G14 The proposed project could contribute incrementally to a future need for new or expanded water treatment facilities, the construction of which potentially could cause significant environmental effects.	MM-G14: The developer shall implement the following water conservation measures: • Provide hot-water-pipe insulation and installation of a hot-water-recirculation device or other device or design to provide hot water to tap within 15 seconds, install 1.6 gallons-per-flush, ultra-low-flow toilets, and	Project Proponent	Planning Department Landscape plans; Final map

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	install water-saving showerheads using 2.5 gallons per minute or less. These features shall be shown on the building plans prior to issuance of a building permit. • Prepare a design supplement, herein called a "Natural Grassland Element," to illustrate 1) where landscaped areas will be allowed and 2) where natural grassland areas are to be maintained. Incorporate a Natural Grassland Element into the Codes, Covenants & Restrictions (CC&Rs) that prohibit introduced species on designated graded slopes and other designated as natural grassland areas (also see MM-E1#4). The Natural Grassland Element shall be subject to review and approval of the Planning Department prior to approval of in-tract landscaping plans. • Prepare CC&Rs to address landscape guidelines that feature water-conserving concepts and a list of drought-tolerant, low water use plants (see Draft EIR, Appendix F). CC&Rs shall be submitted to the Planning Department for review and approval before the approval of the first Final Map.		
IMPACT G15 The proposed project could contribute an upset discharge of raw wastewater after construction, owing to construction debris or failure to remove temporary sewer plugs after construction.	**MM-G15:** • The developer shall register sewer plugs and ropes with the City prior to construction. The developer shall isolate sewers under construction with sewer plugs or temporary grates left in-place until new sewers are fully cleaned and accepted by the City and shall register sewer plugs and ropes with the Engineering Department prior to construction.	Project Proponent	Engineering Department Grading permit
V.H Traffic & Circulation			
IMPACT H1 Intersection #1 (California Avenue/SR 4 WB ramps) would be expected to operate at LOS E during the p.m. peak with the project but LOS D after mitigation.	**MM-H1:** • The developer shall pay a fair share for modification of the eastbound California Avenue approach to provide an additional through lane and pay a fair share for provision of right-turn overlap phasing for the northbound right-turn movement. Payment shall be made prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building Permits
IMPACT H2 Intersection #2 (Loveridge Road/SR 4 EB Ramps) would be expected to operate at LOS E with the project but LOS C after mitigation. It should be noted that the intersection also would operate deficiently without the project under the Existing Plus Approved Projects scenario.	**MM-H2:** Developer shall pay a fair share for modification of the northbound Loveridge Road approach at the ramps for provision of a separate right-turn lane. Payment shall be made prior to the issuance of the first building permit for the project.		Engineering Department Building Permit
IMPACT H3 Intersection #8 (Loveridge Road/Buchanan Road) would be expected to operate at LOS E during the a.m. peak hour with the project but LOS D after mitigation.	**MM-H3:** The developer shall pay a fair share for provision of an additional southbound left-turn lane and eastbound receiving lanes on the east leg of intersection #8 (Loveridge Road/Buchanan Road) to accommodate the two left-turn lanes followed by a merge to one lane. Optionally, the developer shall pay a fair share for provision of additional through-travel lanes on Buchanan Road from Loveridge Road to Ventura Drive, for a	Project Proponent	Engineering Department Building Permit

	total of two eastbound and two westbound. In implementing this mitigation measure, the City shall preserve existing bicycle lanes. Alternatively, the developer shall limit the subdivision to no more than 207 units until the opening of the Buchanan Bypass for through-traffic connection. This measure shall be implemented prior to the issuance of the first building permit for the project.		
IMPACT H4 Intersection #9 (Buchanan Road/Ventura Drive) would be expected to operate at LOS E with the project but LOS A after mitigation. It should be noted that the intersection also would operate deficiently without the project under the Existing Plus Approved Projects scenario. It should be noted also that this intersection would be expected to operate acceptably in the LOS B range after completion of the Buchan Road Bypass.	**MM-H4:** The developer shall pay a fair share towards the following improvements for Intersection #9 (Buchanan Road/Ventura Drive): the eastbound approach shall be re-striped to accommodate two through lanes from west of Ventura Avenue to east of Meadows Drive followed by a merge back to one lane. In implementing this measure, the City shall preserve the existing bicycle lanes. This striping will be permanent until the bypass is opened. This measure shall be implemented prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building Permit
IMPACT H5 Intersection #10 (Buchanan Road/Meadows Avenue) would be expected to operate at LOS F with the project but LOS A after mitigation. It should be noted that the intersection also would operate deficiently without the project under the Existing Plus Approved Projects scenario.	See Mitigation Measure MM-H4 above.	Project Proponent	N/A
IMPACT H6 Intersection #11 (Somersville Road/Buchanan Road) would be expected to operate at LOS F with the project but LOS D after mitigation.	**MM-H6:** Developer shall pay a fair share for modification of the northbound Somersville Road approach and eastbound Buchanan Road approach for provision of an additional left-turn lane on each approach. The amount shall be determined by the City of Pittsburg in cooperation with the affected jurisdiction, the City of Antioch. Payment shall be made prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building Permit
IMPACT H7 The proposed project is expected to increase traffic volumes on the local street portion of Ventura Drive in Highlands Ranch beyond the City's local street carrying capacity of 5,000 vpd. Existing traffic on the block immediately south of Buchanan Road, is approximately 3,600 vpd. On the section	**MM-H7:** • Developer shall not construct more than 353 units, Prior to opening of the Buchanan Road Bypass, unless an alternative access to Buchanan Road from the Buchanan Road Bypass is provided via Standard Oil Avenue. If the developer constructs the future Standard Oil Avenue between Buchanan Road and the Buchanan Bypass it shall be to the standards required by the City of Antioch and as approved by the City Engineer (four lanes are expected). • To discourage use of Ventura Drive, the developer shall construct a Neighborhood Diverter on Ventura	Project Proponent	Engineering Department Building Permits

of Ventura Drive with fronting houses, existing traffic is estimated at 2,500 vpd. It is estimated that the project would increase traffic volumes on Ventura Drive, between Meadows Avenue and Jensen Drive, by a range of 2,580 to 3,300 vehicles per day (which translates to 65 to 83 percent of the project traffic). Assuming the mid-point, that the project sends approximately 74 percent of its traffic on Ventura Drive, traffic will increase to 5,440 vehicles per day (vpd) from 2,500 vpd on the residential portion of the street. After the opening of the Buchanan Bypass, traffic would decrease below the 5,000 vpd level.	Drive near the mouth of Buchanan Bypass. The design shall be approved by the City of Pittsburg. • City shall not issue building permits for more than 353 units unless it is shown through professional traffic counting that the AADT on Ventura Drive, between Jensen/Rangewood and Meadows Avenue, will not exceed 5,000 vpd.		
IMPACT H8 The project may increase traffic volumes on Ventura Drive north of Buchanan Road. This section of Ventura Drive is residential and any increase in traffic from outside of the neighborhood may result in undesirable volume levels and safety issues given the alignment of the street.	**MM-H8:** The developer shall pay up to 100 percent of the cost, or a fair share if other future projects could have a similar effect, for a Neighborhood Diverter which meets the City of Pittsburg's criteria, to discourage through traffic on Ventura Drive north of Buchanan Road. This measure shall be implemented prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building Permit
IMPACT H9 Intersection #9 (Buchanan Road/Ventura Drive) has 100 feet of available stacking in the northbound left-turn lane on Ventura Drive. The proposed project would increase left-turn queuing to approximately 200 to 250 feet.	**MM-H9:** The developer shall pay for modification of the northbound left-turn on the Ventura Drive approach at Buchanan Road for provision of 250 feet of stacking, appropriate deceleration length, and transitions. Payment shall be made prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building Permit
IMPACT H10 Intersection #10 (Buchanan Road/Meadows Avenue) has 100 feet of available stacking in the westbound left-turn lane on Buchanan Road. The proposed project would increase left-turn queuing to approximately 200 to 250 feet.	**MM-H10:** The developer shall pay for modification of the westbound left-turn on the Buchanan Road approach at Meadows Avenue for provision of 250 feet of stacking, appropriate deceleration length, and transitions. Payment shall be made prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building Permit
IMPACT H11 The proposed project lacks connections to the adjoining Black Diamond Ranch residential subdivision. CCCFPD recommends provision of a 20-foot wide	**MM-H11:** • The developer shall construct a suitable EVA across Lot 191 as recommended by CCCFPD. • This EVA shall be accessible to emergency vehicles only and shall not be accessible to any other on road or off-road vehicular traffic. • The design of the EVA access shall be subject to review and approval of the Engineering Department	Project Proponent	Engineering Department Final map

EVA through proposed Lot 191 to Markley Creek Drive.	prior to the approval of a final map for the phase of development corresponding with the location of the EVA.		
IMPACT H12 Intersection #1 (California Avenue/SR 4 WB Ramps) would be expected to operate at LOS F with the project but LOS D after mitigation.	See Mitigation Measures MM-H1.	Project Proponent	N/A
IMPACT H13 Intersection #2 (Loveridge Road/SR 4 EB Ramps) would be expected to operate at LOS E with the project but LOS C after mitigation.	See Mitigation Measure MM-H2.	Project Proponent	N/A
IMPACT H14 Intersection #3 (Loveridge Road/Leland Road) would be expected to operate at LOS F with the project but LOS D after mitigation.	**MM-H14:** The developer shall pay a fair share for modification of the northbound Loveridge Road approach to Leland Road (Intersection #3) for provision of a separate left-turn lane. Payment shall be made prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building Permit
IMPACT H15 Intersection #6 (Railroad Avenue/Buchanan Road) would be expected to operate at LOS F with the project but LOS D after mitigation.	**MM-H15:** The developer shall pay a fair share for modification of the northbound Railroad Avenue approach at Buchanan Road (Intersection #6) for provision of two northbound right-turn lanes with overlap phasing. Payment shall be made prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building Permit
IMPACT H16 Intersection #7 (Harbor Street/Buchanan Road) would be expected to operate at LOS F with the project but LOS B after mitigation.	**MM-H16:** The developer shall pay a fair share for provision of two travel lanes in each of the eastbound and westbound directions for Harbor Street and Buchanan Road (Intersection #7). Payment shall be made prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building Permit
IMPACT H17 Intersection #8 (Loveridge Road/Buchanan Road) would be expected to operate at LOS E with the project but LOS D after mitigation.	**MM-H17:** The developer shall pay a fair share for provision of two southbound left-turn lanes and eastbound receiving lanes on the east leg of the Loveridge Road/Buchanan Road intersection (Intersection #8) to accommodate the two left-turn lanes followed by a merge to one lane. As an alternative to this mitigation, the developer can limit the subdivision to no more than 207 units until the opening of the Buchanan Bypass. This measure shall be implemented prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building permit

IMPACT H18 Intersection #10 (Buchanan Road/Meadows Avenue) would be expected to operate at LOS E with the project but LOS A after mitigation.	See Mitigation Measure MM-H5.	Project Proponent	N/A
IMPACT H19 Intersection #11 (Somersville Road/Buchanan Road) would be expected to operate at LOS F with the project but LOS C after mitigation.	See Mitigation Measure for IMPACT H6.	Project Proponent	N/A
IMPACT H20 At the intersection of the Buchanan Road Bypass with "M" Street and "D" Street, traffic movements would be limited by a raised median to right-turn in/right-turn out. If full access (no median) is provided in the early phase before future opening of the bypass for through-traffic connection, residents of project may object if a median later is constructed.	**MM-H20:** The developer shall construct the Buchanan Bypass with the median in place even in the early phase before future opening of the bypass for through-traffic connection. The section of the bypass built within the project shall include provisions for U-turns west of "M" Street-"D" Street. This measure shall be implemented prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building permit
IMPACT H21 Intersection #1 (California Avenue/SR 4 WB Ramps) would be expected to operate at LOS F with the project but LOS D after mitigation.	See Mitigation Measure MM-H1.	Project Proponent	N/A
IMPACT H22 Intersection #2 (Loveridge Road/SR EB Ramps) would be expected to operate at LOS E with the project but LOS D after mitigation.	See Mitigation Measure MM-H2.	Project Proponent	N/A
IMPACT H23 Intersection #3 (Loveridge Road/Leland Road) would be expected to operate at LOS E with the project but LOS D after mitigation.	See Mitigation Measures MM-H3.	Project Proponent	N/A
IMPACT H24 Intersection #15 (Kirker Pass Road/Buchanan Road Bypass) may have the potential to operate at LOS E (v/c=1.00)	**MM-H24:** Intersection design for Kirker Pass Road/Buchanan Road Bypass (Intersection #15) as part of the bypass shall ensure that the intersection would operate with acceptable levels of service.	City of Pittsburg	Engineering Department Approval of design level drawings for the Buchanan Road Bypass

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with the project.			
IMPACT H25 Project-related traffic added to the residential portion of Ventura Drive, between Meadows Avenue and Rangewood Drive, would create speed and volume impacts.	**MM-H25:** The developer shall construct traffic-calming features on the five block section of Ventura Drive, between Meadows Avenue and Rangewood Drive. Traffic-calming features shall be consistent with the measures listed in the City's Traffic-Calming Policy and their design shall be approved by the City Engineer. This measure shall be implemented prior to the issuance of the first building permit for the project.	Project Proponent	Engineering Department Building Permit
IMPACT H26 The steepness of the grade and horizontal straightness of "B" Street will encourage excessive speeds that would be considered undesirable for streets having residential frontage with curb cuts. **IMPACT H26 (Continued)**	**MM-H26:** The developer shall implement the following measures to minimize the impact of steep street grades within the subdivision: • The developer shall not construct curb cuts for driveways along the frontage of "B" Street between the Buchanan Bypass and "J" Court/"A" Street or along Ventura Drive within 300 feet of the Buchanan Bypass. Proposed Lots 11-17 and proposed Lots 235 and 236, proposed Lots 257-262, and proposed Lot 297 may not be developed as shown on the Vesting Tentative Map, unless either 1) alternative access is provided, for example, by way of modified flag lot designs with shared driveways on "J" Court,"A" Street, or Canyon Oaks Court, or 2) "B" Street is re-designed for traffic calming. • The developer's redesign for purpose of recovering land area for developable lots may be considered by the Engineering Department only if redesign provides grade reduction below 14 percent, safety advantages, or other environmental benefits. • The developer shall pave "B" Street between the Buchanan Bypass and "J" Court/"A" Street with a scored concrete all-weather surface, with section details and scoring pattern and depth subject to the approval of the City Engineer. • The developer shall construct and sign all-way stops at the intersections of "B" Street with "A" Street/"J" Court and "K" Court. • The developer's redesign of "B" Street and Ventura Drive, and their related intersections at "K" Court, "J" Court, and the Buchanan Bypass, if one is submitted, may be considered at the discretion of the Engineering Department within the "B" Street Traffic-Calming Design Zone (see Draft EIR, Chapter V.H, Traffic & Circulation, Figure 26). The above measures shall be reflected on the improvement plans and final map for the corresponding phase of development.	Project Proponent	Engineering Department Improvement plans, Final map
IMPACT H27 Placement of curb cuts for driveways and on-street parking on "B" Street, "D" Street, "M" Street, and Ventura Drive, near the	**MM-H27:** • The developer shall not 1) construct any driveway curb cuts within 150 feet, or 300 feet in the case of "B" Street," from the edge of curb of the Buchanan Bypass or 2) allow any on-street parking within 150-feet of	Project Proponent	Engineering Department Final Map

mouth with the Buchanan Bypass, would create vehicle conflicts and potential safety hazards. Curb cuts and on-street parking would interfere with queuing on approaches to the bypass.	the edge of curb of the Buchanan Bypass, on "B" Street, "D" Street, "M" Street, and Ventura Drive. This would result in elimination of proposed Lots 11, 17, 18, 72, 73, 257, and 381 and review or adjustment of driveway locations for proposed Lots 12, 16, 19, 71, 74, 258, and 380. These revisions shall be subject to review and approval of the Engineering Department prior to the approval of the final map for the corresponding phase of development.		
IMPACT H28 Depending on the location of crosswalk, stop limit line, the proposed sound wall at Lot 257, privacy fencing, and landscaping, the sight distance from "B" Street to the outside eastbound travel lane of the bypass may be limited. Turnouts for the right-turns from Buchanan Bypass into "B" Street and Ventura Drive are not shown on the Vesting Tentative Map. Such turnouts are recommended for deceleration and to avoid a conflict with bicyclists continuing on the bypass across the intersection.	**MM-H28:** • The developer shall adjust the lot lines of proposed Lots 257, 258, and 259, to accommodate provisions for the "B" Street/Buchanan Bypass intersection as stated above; and shall adjust proposed Lot 11, to accommodate additional right- of-way width for a right-turn turnout from the Buchanan Bypass into Ventura Drive.	Project Proponent	Engineering Department Final Map
IMPACT H29 Intersection #11 (Somersville Road/Buchanan Road) would be expected to operate at LOS D with the project but LOS B after mitigation	See Mitigation Measure MM-H6.		N/A
V.I Community Noise			
IMPACT I1 **Receptor Location 1** On Autumnwind Court, the first stories of houses generally are shielded from Buchanan Road traffic noise by a solid masonry sound wall. The house at 1485 Autumnwind Court is partially shielded by the wall and a wooden "return" fence along the side yard. Houses at 1457, 1473, and 1485 Autumnwind Court have second-story windows exposures. The estimated outdoor Ldn currently is 69 dBA (second-story) and 65 dBA (first-story). The future outdoor Ldn at the first- and second-stories would increase by +0.6 dBA with the proposed project. Existing and future sound levels, therefore, would exceed the *General Plan's* normally acceptable level of 60 Ldn.	**MM-I1:** The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install the following: • An improved side yard return segment, either a fence or wall, for the backyard at 1485 Autumnwind Court. • Sound-insulating windows for noise-exposed windows in the second-stories of 1457, 1473, and 1485 Autumnwind Court, to reduce the interior Ldn to 45 dBA, or below, as determined by the approved sound study. Plans for the new windows and wall/fence shall be submitted with building permits for the new fence/wall and windows. The above requirements shall be implemented prior to City's issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a	Project Proponent	Planning Department Building Permit

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	good faith effort has been made to cooperate with homeowners.		
IMPACT I2 **Receptor Location 3** On Ventura Drive north of Buchanan Road, 1566 Ventura Drive is shielded from Buchanan Road traffic noise by a solid masonry wall. The house across the street, at 1555 Ventura Drive, is next to a power line transmission tower, and is not shielded by a sound wall. The outdoor Ldn at 1555 Ventura Drive is estimated currently to be 64 dBA. The future outdoor Ldn would increase by approximately +0.5 dBA to 65 dBA with the proposed project. Existing and future sound levels, therefore, would exceed the *General Plan's* normally acceptable level of 60 Ldn.	**MM-I2:** The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install the following: • A 6-foot tall overlapped board fence along the southern property line in the backyard of 1555 Ventura Drive. • Sound-insulating windows for noise-exposed windows in the 1-story, ranch-style house at 1555 Ventura Drive, to reduce the interior Ldn to 45 dBA as determined by the approved sound study. The above requirements shall be implemented prior to City's issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.	Project Proponent	Planning Department Building Permit
IMPACT I3 **Receptor Location 4** Traffic from proposed units in Sky Ranch II could increase the existing Ldn in the front yards of seven (7) houses facing Ventura Drive, between Rangewood Drive and Glen Canyon Circle or Drive, and other houses having frontages along Ventura Drive in Highlands Ranch, by +3 dBA to 64 dBA from 60 dBA. Future sound levels, therefore, would exceed the *General Plan's* normally acceptable level of 60 Ldn.	**MM-I3:** The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall retrofit windows for seven (7) houses facing Ventura Drive, between Rangewood Drive and Glen Canyon Circle or Drive, and other houses having frontages along Ventura Drive in Highlands Ranch having a line-of-sight to Ventura Drive if interior noise (Ldn) exceeds 45 dBA as determined by the approved sound study. New windows shall be installed prior to issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.	Project Proponent	Planning Department Building Permit
IMPACT I4 **Receptor Location 5** At the east end of Silver Saddle Drive, the back yards of houses at 529 and 531 Silver Saddle Drive are partially shielded from Buchanan Road noise by the wall and a wooden "return" fence along the back yards. There is not a	**MM-I4:** The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install the following: • An improved backyard return segment, either a matching masonry return wall or an improved fence as	Project Proponent	Planning Department Building permit

masonry return segment extending south from the masonry wall along the eastern property boundary. Houses at 9 Saddlehorn Court and 511, 529 and 531 Silver Saddle Drive have second story exposures, where the outdoor Ldn currently is estimated to be 65 dBA. The future outdoor Ldn at the second-stories would increase by approximately +0.4 dBA with the proposed project. Existing and future sound levels, therefore, would exceed the *General Plan's* normally acceptable level of 60 Ldn.	determined by the approved sound study, for sound impacts for houses at 9 Saddlehorn Court and 511, 529 and 531 Silver Saddle Drive. New windows shall be installed prior to issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.		
IMPACT I5 **Receptor Location 6** Receptor 6 is a mobile home park without shielding by a sound wall. There is a chain link fence with privacy slats, which provides negligible traffic noise reduction. The estimated outdoor Ldn currently is 73 dBA, and the future Ldn will increase by approximately +0.3 dBA with the proposed project and approved projects. This outdoor noise level is the level for the northernmost row of mobile homes along the fence and Buchanan Road. Existing and future sound levels, therefore, would exceed the *General Plan's* normally acceptable level of 60 Ldn.	**MM-I5:** The developer shall provide an off-site sound wall along Buchanan Road in the vicinity of the mobile home park located in Antioch (receptor location 6).	City of Antioch	N/A
IMPACT I6 **Receptor Location 6 (Chateau Mobile Park)** The portion of the mobile home park within approximately 100 feet of Buchanan Road is noise impacted with an existing Ldn in the range normally unacceptable for residential uses. The increase caused by the proposed project is forecast to be 0.3 dBA. Opening of the Buchanan Bypass would reduce the Ldn to 73 dBA, the pre-development level, but not below 70 dBA.	The proposed project's impact is less-than-significant based upon its projected sound impact (+0.3 dBA). An off-site sound wall along Buchanan Road in the vicinity of the mobile home park could be effective; however, construction of a sound wall would require funding by the City of Antioch through impact assessment, the redevelopment plan, or by collection from members of a benefit assessment district.	City of Antioch	N/A
IMPACT I7 **Receptor Location 4** Located along Ventura Drive in Highlands Ranch, 1707	(Note: Outdoor noise in the front yards of houses along Ventura Drive, between Rangewood Drive and Glen Canyon Circle/Drive, cannot be practically mitigated. This will result in an unavoidable impact to exterior noise levels for these residences.)		Planning Department Building permit

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and 1711 Ventura Drive, and five additional houses between Rangewood Road and Glen Canyon Circle or Drive, would experience a permanent increase of +3 dBA in day-night average noise level from the Sky Ranch II project. With the proposed Sky Ranch II project, the predicted Ldn at Receptor Location 4 would increase to 63 dBA from 60 Ldn.	**MM-I7:** The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall install acoustic-rated windows or sliding glass doors on exposed first-story and second-story elevations for homes located at 1707 and 1711 Ventura Drive, and five additional houses between Rangewood Road and Glen Canyon Circle or Drive, to assure interior sound levels would be less than 45 dBA, as determined by the approved sound study. New windows shall be installed prior to issuance of building permits for the proposed project and may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners.	Project Proponent	
IMPACT I8 Temporary noise increases will occur during construction. During construction the project will generate noise of variable loudness depending on the location, presence of receptors, and nature of construction. Construction at the boundary of existing neighborhoods could potentially affect the adjacent residents living off-site. The noisiest construction activities could potentially generate maximum noise levels ranging from 84 to 89 dBA at a distance of 50 feet from the noisiest equipment or machinery. Construction noise levels would decrease to 64 -69 dBA at a distance of 300 feet, 61-66 dBA at a distance of 400 feet, and 54-59 at a distance of 800 feet. Whether or not construction hours are limited, temporary construction noise generated by on-site equipment potentially could 1) expose sensitive on-site and off-site residential receptors to noise levels in excess of the applicable noise standards, 2) cause noticeable increases of 2-3 dBA over ambient noise levels, and 3) induce noise	**MM-I8:** The developer shall prepare Construction Specifications that will be become part of contractor documents and which could be enforced by the City of Pittsburg Building Division on an as-needed basis. The Construction Specifications will require that the Contractor perform the following tasks: 1) Limit construction activities to the hours between 7:30 a.m. and 7:00 p.m. on weekdays, and between 9:00 a.m. and 6:00 p.m. on Saturdays and Sundays. No construction shall take place on federal holidays. 2) Locate fixed construction equipment such as compressors and generators as far as feasibly possible from sensitive receptors (*i.e.*, existing houses). 3) Shroud or shield all impact tools, and muffle or shield all intake and exhaust ports on power construction equipment. These specifications shall be reflected on the grading plan and building plan submittals and shall be subject to review and approval of the Planning Department prior to the issuance of grading or building permits.	Project Proponent	Planning Department Grading and Building permits

complaints owing to increases of 5-10 dBA over ambient levels. Such potential increases generally warrant mitigation to minimize noise disturbance.			
IMPACT I9 **Receptor Location 4** With development of approved projects, the proposed Sky Ranch II project, and opening of the Buchanan Bypass, the cumulative predicted Ldn in the front yards of seven (7) houses facing Ventura Drive between Rangewood Drive and Glen Canyon Circle or Drive would increase by +6 dBA to 66 dBA from 60 Ldn. Future cumulative sound levels, therefore, would exceed the *General Plan's* normally acceptable level of 60 Ldn.	See Mitigation Measure MM-I7 above.	Project Proponent	Planning Department Building Permit
IMPACT I10 **Receptor Locations 7, 8, and 9A** Receptor Location 7 means proposed Lots 5, 6, and 7. Receptor Location 8 means proposed Lots 29-37 and similar lots on the south side of the bypass . Receptor Location 9A means proposed Lots 236 & 260 (and generally Lots 234-237, 256, 259-262, and 297), along proposed "B" Street. On-site locations could have exposures to outdoor day-night average noise level (Ldn) in excess of 60 dBA resulting from implementation of the planned long-range transportation improvement, namely, the Buchanan Bypass. With the proposed 6-foot tall wall and opening of the Buchanan Bypass, the forecast Ldn is 59-65 dBA at the first-stories and 62-70 dBA at second-stories at Receptor Locations 7 and 8. At Receptor Location 9A, traffic on "B" Street is the principal noise source, and the height of the proposed sound wall along the Buchanan Bypass would not matter. The front yard Ldn at Receptor Location 9A is forecast to be approximately 62 dBA; however, backyard noise levels are forecast to be 60 dBA owing to the partial shielding	**MM-I10:** The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall construct/install the following: • A sound wall to attenuate sound to acceptable levels as determined by the approved sound study for homes located at sensitive receptor locations 7, 8 and 9A as presented in Impact I10 of the DEIR. The wall design shall be subject to review and approval of the Planning Department prior to the approval of improvement plans for the corresponding phase of development in the vicinity of sensitive receptor locations 7, 8, and 9A. • Acoustic-rated windows, sliding glass doors or entryway doors, adequate to provide an interior noise level of 45 dBA or lower for lots 18, 29-37, 72, 234-237, 256, 259-262, and 297. Sound transmission control ratings for windows shall be referenced on the building plans for these homes and shall comply with the recommendations of the approved sound study.	Project Proponent	Planning Department Improvement plans; Building permits

provided by the houses and side yard fences. Therefore, mitigation measures would be warranted in the Buchanan Bypass corridor and along "B" Street in anticipation of implementation of the long-range transportation plan.			
IMPACT I11 **Receptor Location 8 (Lots 18, 29-37, and 72)** Located along the Buchanan Bypass corridor, Lots 18, 29-37, and 72 would experience an increase in day-night average noise level (Ldn) of +10 to +17 dBA with opening of the bypass. The Ldn would be 53 dBA before the opening, and after opening of the bypass the Ldn would be approximately 70 dBA (second-story) and 63 dBA (first-story). These forecasts are for the second-story and account for the presence of the proposed 6-foot tall sound wall. At the first-story level, the proposed sound wall would be relatively more effective and, after opening of the bypass, the Ldn would be 63 dBA.	See Mitigation Measure MM-I10 above	Project Proponent	Planning Department Improvement plans; Building permits
IMPACT I12 **Lots 257 and 258** The siting of these two lots is problematic in terms of proximity to the proposed bypass and "B" Street, and the discontinuity of the proposed sound walls at the intersection of the bypass and "B" Street. Increasing the proposed wall height to 8-feet would provide a relatively minor incremental noise reduction compared to the reduction provided by the proposed 6-foot tall wall. The noise wall offset at "B" Street and grades of the proposed Buchanan Bypass in relation to pad elevations are constraining factors. With opening of the Buchanan Bypass, Lot 257 would experience an increase in average noise level (Ldn) of approximately +11 dBA, to 71 dBA (first-story). Lot 258 would experience an increase in average noise level (Ldn) of approximately +5 dBA,	**MM-I12:** The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall: • Re-design proposed Lots 257 and 258 for location farther south from the proposed Buchanan Bypass and to extend a return wall segment south along "B" Street or as directed by the approved acoustic study. The position of the wall shall not interfere with the driver line-of-sight toward the west along the bypass. This redesigned lots and extended wall shall be reflected on the final map and improvement plans for the corresponding phase of development. • Install windows, sliding glass doors or entryway doors upgraded with acoustic-ratings adequate to provide an interior Ldn of 45 dBA, or lower, for the first- and second-stories of houses on Lots 257 and 258. Sound transmission control ratings for windows shall be referenced on the building plans for these homes and shall comply with the recommendations of the approved sound study.	Project Proponent	Planning Department Building plans; Final Map and Improvement plans

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to 66 dBA (first-story). These are substantial increases, above the normally acceptable 60 dBA, but within the City of Pittsburg's conditionally acceptable range. This cumulative forecast accounts for the presence of proposed 6-foot tall sound walls east and west of "B" Street. Mitigation measures would be warranted specifically for Lots 257 and 258.			
IMPACT I13 **Receptor Location 9A (Lots 236, 237, 259 and 260)** Located next to "B" Street, and within the influence of noise from the Buchanan Bypass corridor, Sky Ranch II Lots 236, 237, 259, and 260 would experience an increase in day-night average noise level of +1 dBA with opening of the bypass. The Ldn would be 60 dBA before the opening of the Buchanan Bypass. After opening of the bypass, the Ldn would be approximately 61 dBA. This increase is a LTS effect.	None warranted.	None	None
IMPACT I14 **Receptor Location 10** Located off-site along Westridge Court in Black Diamond Ranch, Receptor Location 10 would experience a permanent increase of +2 dBA in day-night average noise level (Ldn) would result with the Sky Ranch II project. With approved development, the proposed Sky Ranch II project, and opening of the Buchanan Bypass, the predicted Ldn at Receptor Location 10 would increase to 64 dBA (first-story) from 55 dBA without the bypass and from 53 dBA without the proposed project. At the second-story level, the forecast noise levels could be expected to be approximately 67 dBA after opening of the bypass.	**MM-I14:** The developer shall conduct a detailed sound study prepared by a practicing INCE acoustical engineer to evaluate design specifications for mitigating sound impacts identified in the EIR. The sound study shall be subject to review and approval of the Planning Department. In following the recommendations of the sound study, the developer shall: • Install a 6-foot tall sound wall or fence of overlapping boards and acoustic-rated windows at noise-exposed second stories generally at Lots 127-138 in Black Diamond Ranch. • The developer shall submit plans demonstrating compliance with this condition satisfactory to the Planning Department prior to submitting plans to the City of Antioch for building permit approval. A copy of the approved plans by the City of Antioch shall be submitted to the Planning Department prior to the issuance of a building permit for the project. • This requirement may be waived by the Planning Department if homeowners do not agree to allow these improvements. The developer shall provide proof, acceptable to the Planning Department that a good faith effort has been made to cooperate with homeowners for the implementation of these measures.	Project Proponent	Planning Department Building Permits
V.J Air Quality			
IMPACT J1	**MM-J1:**	Project	Planning Department

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Proposed project operations may include wood-burning which generates PM10 and PM2.5 emissions. Such emissions may cumulatively contribute to violation of the State of California ambient PM10 standard and federal ambient PM2.5 standard.	• The developer shall install natural gas-fired aesthetic fireplaces. Wood-burning in EPA-certified Phase II fireplace inserts, other EPA-certified Phase II appliances, or EPA-exempt pelletized-wood stoves shall be prohibited. Natural gas fireplaces shall be noted on building plan submittals for homes.	Proponent	Building permit
IMPACT J2 During construction the proposed project will generate PM10 and PM2.5 emissions, and at times the areas of active grading will be close to existing or future houses in Black Diamond Ranch and Highlands Ranch. The following mitigation measures would reduce grading dust (PM10) by approximately 80 percent, but would not necessarily avoid dust nuisance under adverse conditions such as winds from the south or west.	**MM-J2:** The developer shall implement the following measures to reduce dust during construction and grading: • Perform active grading operations with watering at least 3 times per day including watering of any unpaved roads. • Limit off-road speeds to 15 mph on the project site. • Pave roads before deliveries of concrete or other construction materials are made to the lots.-Hydroseed or apply (non-toxic) soil stabilizer to inactive construction areas (previously graded areas inactive for ten days or more) or apply water daily. • Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (soil, sand, cement, or aggregate materials.) • Install sandbags or other erosion control measures to prevent silt runoff to public roadways. • Replant suitable grassland vegetation in disturbed areas as soon as feasible. Failure to comply with this measure shall result in a "stop work" order on grading activities.	Project Proponent	Engineering Department Grading Permit
IMPACT J3 Even with the above mitigation measures, PM10 and PM2.5 emissions could create a dust nuisance if active grading is located within 500 feet of existing residences.	**MM-J3:** The developer shall implement the following measures if grading is located within 500 feet of existing residences: • Perform grading operations with more frequent watering than three time daily watering, including watering on demand to keep surface soil moist or crusted at all times. • Install and operate a temporary wind vane and anemometer during the grading. Developer shall suspend grading operations if adverse winds over 25 mph are blowing dust to any occupied residence. • Provide perimeter dust monitoring for grading operations within 500 feet of an occupied dwelling. Monitoring reports shall be prepared and submitted daily to the City's Engineering Department. Failure to comply with this measure shall result in a "stop work" order on grading activities.	Project Proponent	Engineering Department Grading permit
IMPACT J4 Even with the above mitigation measures, PM10 and PM2.5 diesel exhaust emissions would be emitted from the grading equipment at the annualized rate of 2.6 tons per year in the year of maximum cut and fill volume. Diesel soot is considered to be a	**MM-J4:** Developer shall ensure that particle filters are properly installed and maintained on diesel earthmoving equipment including excavators, earthmovers, and compactors. A copy of invoices documenting that all equipment has been properly installed and maintained shall be made available to the City upon request. Failure to comply with this condition shall result in a "stop work" order on grading activities.	Project Proponent	Planning Department Grading permit

Toxic Air Contaminant. The following additional mitigation measure, in conjunction with those measures listed above, would reduce diesel exhaust PM10 by approximately 2 tons per year in the year of maximum cut and fill volume.			
IMPACT J5 Proposed project grading will include deep excavations to bedrock. Though serpentine, or other forms of naturally-occurring asbestos are not known to be present on the project site, application for exemption from the BAAQMD or compliance with dust control provisions of Section 93105 is required. The State of California Code of Regulations, Title 17, Section 93105, is an Asbestos Air Toxic Control Measures (ATCMs) to minimize or avoid naturally-occurring asbestos in grading dust.	**MM-J5:** The developer shall comply with State of California Code of Regulations, Title 17, Section 93105, is an Asbestos Air Toxic Control Measures (ATCMs) to minimize or avoid naturally-occurring asbestos in grading dust. When applying for a general exemption from the ATCM via a geologic exemption, the developer shall contact the BAAQMD prior to submitting an exemption application. Proof of this correspondence with the BAAQMD shall be submitted to the Planning Department prior to the issuance of a grading permit.	Project Proponent	Planning Department Grading permit
IMPACT J6 The proposed project will generate ROG (Reactive Organic Gasses) that cumulatively, with other residential development and industrial sources, may contribute to a violation of the federal 8-hour and State of California 1-hour ambient ozone standards. The majority of the project's ROG emissions would originate from vehicular exhaust, area sources (*e.g.*, space heating) in winter, and temporary construction sources in summer. Mitigation measures focus on reduction of ROG emissions from sources emitting ROG during the summer and fall ozone season.	**MM-J6:** The developer shall implement the following measures to reduce ROG (Reactive Organic Gasses): • Design and construct garages with electrical hookups for recharging electric-powered or hybrid vehicles. These hookups shall be noted on the building plans for the new homes. • The developer shall require and employ architectural coatings with reduced-VOC (5 percent reduction in emission of ROG from painting). This specification shall be noted on building plans for new homes. Supplementary documentation to verify compliance shall be submitted to the Planning Department upon request. • The developer shall include as mandatory provisions of the CC&Rs restrictions to reduce on-site handling of gasoline. • The developer shall encourage homebuyers to use push-reel or electric-powered lawn mowers through dissemination of air/water pollution information pamphlets. This information shall be included with the brochure for water efficient landscaping techniques required by PMC §18.84.320. CC&Rs shall prohibit on-site refueling of vehicles or storage of gasoline in excess of 1-gallon.	Project Proponent	Planning Department Building permits; CC&Rs
V.K Public Health & Safety			
IMPACT K1 The proposed project potentially could expose residents and houses on "D" Street, "D" Court, and "C" Court to wildland fire risk	**MM-K1:** The developer shall comply with the following measures to reduce exposure risk of residents and homes on "D" Street, "D" Court, and "C" Court to wildland fire risk on the Urban Wildland Interface:	Project Proponent	Engineering Department Improvement Plans; Building plot plans

on the Urban Wildland Interface.	• Include emergency service provisions on the recommended Zone III/IV reservoir service road. Such provisions shall include suitable driving surface, grade and turnaround for fire engines and hydrants. This feature shall be subject to review and approval of the Engineering Department prior to the approval of the improvement plans for the corresponding phase of development. • Provide access to open space at the site's perimeter. To accommodate this access the developer shall provide additional EVAs at locations to be selected by the Contra Costa County Fire Protection District and City Engineering. One EVA acceptable location is Lot 191 connecting to Markley Creek Drive in Black Diamond Ranch. These features shall be subject to review and approval of the Engineering Department prior to the approval of the improvement plans for the corresponding phase of development. • The developer shall disclose the Natural Hazard Disclosure (Fire) Map to home buyers, along with public information including PRC 4291 and/or landscape, defensible space, and fuel break requirements equivalent in content. This information shall be made available to homebuyers at sales trailer(s) and shall be made available upon request of the Planning Department. The Planning Department shall not sign off on additional building plot plans if it determines that this measure is not being complied with.		
IMPACT K2 Proposed lot sizes and locations of Lots 89, 91, 104, 138-141, and 181-190 could place the future owners of these particular lots in a position of depending on adjoining land owners (currently, AUSD and Thomas) to comply with PRC 4291 on the "other side" of their property lines. If AUSD and Thomas failed to provide fuel breaks, the defensible spaces on proposed Lots 89, 91, 104, 138-141, and 181-190 would be limited to the distances from backs of houses to the backs property lines.	**MM-K2:** • The developer shall avoid siting the smallest-sized lots along the Urban Wildland Interface (UWI) or provide a buffer setback between the lots and the (UWI). • The developer shall re-design "C" Court as a single-loaded street with Lots 176-180 along its north side and tennis courts, picnic area, or a tot park on its south side. The above modifications shall be subject to review and approval of the Planning Department prior to approval of final maps along the UWI.	Project Proponent	Planning Department Final Map
IMPACT K3 The proposed project potentially could expose residents and houses to additional fire risk as response distance and time from the nearest CCCFPD fire stations exceeds 1.5 miles or 5 minutes.	**MM-K3:** The developer shall construct all residences with residential fire sprinklers. Installation shall be as per NFPA #13D with the addition of sprinklers in the attics, garages, bathrooms, and closets. A four (4) head hydraulic calculation shall be used. All roofs shall be constructed with Class A rated roof assemblies. These features shall be shown on the building plans for homes.	Project Proponent	Planning Department Building plans
IMPACT K4 The proposed project could expose residents of the project site to EMF locally near the existing power transmission lines.	**MM-K4:** The developer shall avoid new development within 100 horizontal feet from the PG&E easement centerline. Lots shall be adjusted to reflect this requirement and shall be subject to review and approval of the Engineering Department prior to the approval of final maps for the corresponding phase of development.	Project Proponent	Planning Department Final map

IMPACT K5 Proposed Lot 76, proposed Lot 304-306, and proposed Lot 228-233 may have fill or fill slopes that encroach horizontally and vertically into PG&E's easement. This could be acceptable only if the 30-foot ground clearance standard is met.	**MM-K5:** Building pad elevations shall be a minimum of 30 vertical feet from the ground to the existing PG&E transmission lines. Lots 76, 304-306, and 228-233 shall be graded to have a minimum 30 foot vertical clearance form the ground to existing PG&E transmission lines. The developer shall modify pad elevations to meet this requirement and provide exhibits, acceptable by the Planning Department, demonstrating compliance with this measure. This measure shall be subject to review and approval of the Planning Department prior to approval of a final map for the corresponding phase of development.	Project Proponent	Planning Department Final map
IMPACT K6 The easternmost power transmission towers in the back of proposed Lots 229 and 244 potentially could be rendered inaccessible.	**MM-K6:** • The developer shall provided vehicle access to the easternmost power transmission corridor from "B" Street and avoid cross-fencing of the easement to permit unimpeded service access at all times. This modification to the map shall be subject to review and approval of the Planning Department prior to approval of a final map for the corresponding phase of development.	Project Proponent Final map	Planning Department Final map
IMPACT K7 Physical and visual access to the petroleum product pipeline easement potentially could be impaired by introduction of fences, dwellings, and landscaping. Physical and visual access are necessary for routine inspection, emergency response, and overall public safety.	**MM-K7:** • The developer shall modify lot lines of proposed Lot 77 and proposed Lots 228-233, 236, 260, 305-306, 309, 342-343, and 378, to avoid cross-fencing of the petroleum pipeline easement and preserve unimpaired physical and visual access. These modifications to the map shall be subject to review and approval of the Planning Department prior to approval of a final map for the corresponding phase of development. • The developer shall identify a relocation site for the relocated Zone II water reservoir near the end of "A" Court, in such a manner as to preserve physical and visual access to the petroleum product pipeline. The final location shall be subject to the review and approval of the City Engineer and shall occur as required with water infrastructure needs for the project identified in the City's Water Master Plan.	Project Proponent	Planning Department Final map
IMPACT K8 The petroleum product pipeline is a multi-purpose pipeline that may at times carry diesel, jet fuel, or gasoline. Upset conditions involving leakage and rupture by inadvertent act of a contractor or private landowner are reasonably foreseeable upset conditions. The pipeline easement and downslope area adjoining the pipeline easement would be best preserved as a	**MM-K8:** • The developer shall preserve the PG&E and Kinder Morgan Energy Partners easements outside of private lots. Infrastructure that overlaps the easements, such as the detention basin, water reservoir, "B" Street and "D" Street, common or parking areas, or a future trail, may be acceptable within the easement provided such infrastructure does not impair physical and visual access to the pipeline. Adjustments to the easement line shall be subject to review and approval of the Engineering Department prior to approval of a final map for the corresponding phase of development. • The developer shall provide suitable disclosures of the presence of the petroleum product pipeline to	Project Proponent	Planning Department Final map; Building plot plans

buffer, outside of private back yards.	future buyers of lots within a specified distance of the pipeline, including all lots located downslope of the pipeline and additional lots to be determined by City staff. This disclosure shall be made available at the home sales trailer(s) and included with all informational brochure packets for homes. The Planning Department shall not sign off on additional building plot plans if it determines that this measure is not being complied with.		
IMPACT K9 Construction grading on the proposed project could expose nearby off-site residents to Toxic Air Contaminants including diesel exhaust.	See Mitigation Measure MM-J4	Project Proponent	N/A
V.L Cultural Resources			
IMPACT L1 The project site is in a low sensitivity zone and the potential for encountering archaeological resources is considered low. In the event any cultural materials are encountered during subsurface grading, the following measure will be implemented by the developer.	**MM-L1:** The developer shall implement the following measures should archaeological or cultural resources are discovered during grading: • Upon discovery of cultural resources, the grading contractor shall halt grading within a radius of 50 feet of the find and will call the Planning Department, a qualified archaeologist and the Native American Heritage Commission (or local California Indian). The developer shall provide the Planning Department with proof of correspondence with a qualified archaeologist and the Native American Heritage Commission (or local California Indian). Grading shall not continue until notice is given by the Planning Department to proceed. • The developer shall notify the Planning Department and Native American heritage Commission within 24 hours if any potentially significant cultural materials are encountered by the archaeologist. • Following examination of the find, the archaeologist will examine the find and make appropriate recommendations regarding the significance of the find and the appropriate mitigation. Recommendations could include collection, recordation and analysis of any significant cultural materials. A Report of Findings prepared by the archaeologist, documenting any data recovered during his/her monitoring, would be submitted to the City Planning Department on a monthly basis.	Project Proponent	Engineering Department and Planning Department Grading permit
IMPACT L2 The project site is in a low sensitivity zone and the potential for encountering human skeletal remains is considered low, In the event any human skeletal remains are encountered during subsurface grading, the following measure will be implemented.	**MM-L2:** • In the event that human skeletal remains are encountered, the contractor shall immediately halt excavation or disturbance of the burial site or any nearby area reasonably suspected to overlie adjacent human remains and notify the County Coroner and Director of Planning. Excavation or disturbance shall remain suspended until the investigation of the County Coroner has been completed and recommendations of the coroner have been completely implemented including the conditional procedures outlined on the following page. • Upon determination by the County Coroner that the remains are Native American, the coroner shall contact the California Native American Heritage Commission, pursuant to subdivision (c) of section 7050.5 of the Health and Safety Code and the County Coordinator of Indian Affairs. No further disturbance of the	Project Proponent	Engineering Department and Planning Department Grading permit; Building plot plans.

	site may be made except as authorized by the County Coordinator of Indian Affairs in accordance with the provisions of State law and the Health and Safety Code. • The developer shall provide recommendations and appropriate mitigation measures prepared by a qualified archaeologist to the Planning Department. The developer shall comply with these mitigation measures to the satisfaction of the Planning Department prior to the approval of additional building plot plans.		

DRAFT

City of Pittsburg
Community Development Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **City Council of the City of Pittsburg** will conduct a public hearing on:

DATE: **May 15, 2017**
TIME: **7:00 p.m.**
PLACE: **City Council Chamber at City Hall**
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Sky Ranch II Development Agreement, AP-17-1226 (DA).

This is a public hearing on a request for approval of a development agreement for the previously approved 'Sky Ranch II Residential Subdivision,' located at the terminus of Ventura Drive, South of the Highlands Ranch Subdivision, in the RS-6-O (Single Family Residential with a Limited Overlay, Ordinance No. 07-1285) District. Assessor's Parcel Nos. 089-050-074, 089-470-078, 089-480-036, and 089-530-047. On April 25, 2017, the Planning Commission adopted Resolution No. 10062, recommending approval of the development agreement as presented.

PROJECT PLANNER: Kristin Pollot, (925) 252-6941 or kpollot@ci.pittsburg.ca.us

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Why am I receiving this notice? You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are required to be notified under the Pittsburg Municipal Code.

Where can I get more information about this project?
The complete file for this project is available for public inspection at the Planning Division, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project planner listed above.

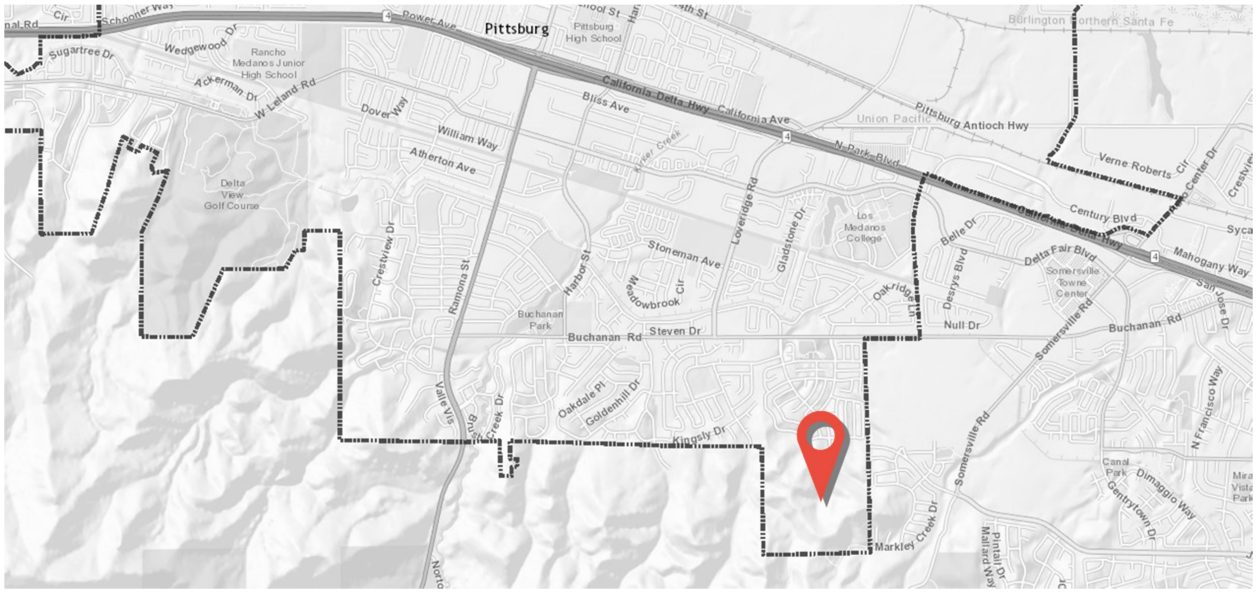
What can I do if I have comments on the project?
Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public hearing on the date and time listed above.

Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.

Alice E. Evenson

ALICE E. EVENSON, CITY CLERK
CITY OF PITTSBURG

Project Title: Sky Ranch II Development Agreement, AP-17-1226 (DA)
Location: Terminus of Ventura Drive, South of the Highlands Ranch Subdivision, APNs: 089-050-074, 089-470-078, 089-480-036, and 089-530-047



City of Pittsburg
Community Development Department - Planning Division
65 Civic Avenue
Pittsburg, CA 94565

089-590-034
ALFARO JESUS MAURICIO JR
3622 TORGENSEN CT
ANTIOCH CA 94509

NOTICE OF PUBLIC HEARING

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 4/17/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a Minute Order to Approve a City Council Recess for Summer Months

MEETING DATE: 5/15/2017

EXECUTIVE SUMMARY

Historically, the City Council takes a recess during the summer months to allow for both staff and Council vacations. Both the recess and the scheduled date are at the discretion of the Council.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

By Minute Order, approve recess of the City Council on the July 3, 2017, meeting.

BACKGROUND

The City Council historically takes a recess during the summer months to allow for both staff and Council vacations.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The first Monday in July falls a day prior to the July 4 holiday. To avoid any potential lack of quorum for that meeting, it is preferred to cancel that meeting as a typical summer recess.

ATTACHMENTS: None

Report Prepared By: Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: May 1, 2017

LOCATION: Council Chambers, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS
Marilyn Craft, Mayor/Chair
Dwaine "Pete" Longmire, Vice-Mayor/Chair Member
Sal Evola, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Michelle King, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS
Joe Sbranti, City Manager/Executive Director
Ruthann Ziegler, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Mayor Craft called the meeting of the City Council to order at 7:34 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 6:00 P.M. in Closed Session for the following items:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION FOR THE CITY OF PITTSBURG (Paragraph (1) of subdivision (d) of Section 54956.9):

Wade Derby v. City of Pittsburg, et al; United States District Court, Northern District of California, Case No. 3:16-cv-05469-SI

Michael Sibbitt, Jr. v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04377-SK

Elisabeth Anne Terwilliger v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04373-MEJ

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE SUCCESSOR AGENCY; Significant exposure to litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

Two (2) cases

3. CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6):

Agency designated representatives: Joe Sbranti, Garrett Evans; Employee organizations: Police Managers' Group (PMG) and Police Officers' Association (POA)

Mayor Craft stated there was no reportable action taken in Close Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Brian Addington led the Pledge of Allegiance.

CITY MANAGER REPORTS/REMARKS

City Manager Sbranti clarified budget items were not being discussed at today's meeting, and that there will be a budget workshop at 5:00 P.M. on Monday, May 15.

Assistant City Manager Evans announced upcoming events throughout the City.

CITIZENS REMARKS

Monisha Whigham, Antioch, expressed concerns about being sexually harassed when going to her dialysis appointments in Pittsburg. She asked for assistance from the police department.

Dianna Schepers, Pittsburg, spoke against budget cuts for events and in support of the California Theatre and other events.

Wolfgang Croskey, Pittsburg, hoped the Council could find other avenues to address budget shortfalls, including business sponsorships.

Adrian Badger, Pittsburg, spoke regarding budget cuts for community events and the California Theatre and asked why budget cuts were necessary.

Tina Ton, Pittsburg, was concerned about cuts that would affect the renovated downtown with flourishing businesses.

Sharon Idul, Pittsburg, spoke in support of maintaining the California Theatre and downtown events.

Ona Alvarez, San Francisco, spoke in support of maintaining the California Theatre and downtown events.

Willie Mims, Pittsburg, spoke about the workshop that was held on sanctuary cities.

Sean Smith, Pittsburg, spoke in favor of maintaining the budget for the California Theatre and downtown events.

PUBLIC HEARING

4. Introduce and Waive First Reading of an Ordinance to Rescind and Amend the

Pittsburg Municipal Code, Title 15, Buildings and Construction, to Adopt by Reference the 2016 California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code and Energy Code with State of California and Local Amendments

Mayor Craft opened the public hearing. There being no one to speak to the item, Mayor Craft closed the public hearing.

On motion by Member Evola, seconded by Vice Mayor Longmire, to introduce and waive first reading of the ordinance and carried unanimously.

5. Adoption of a City Council Ordinance Authorizing an Amendment to the Contract between the City and the Board of Administration of the California Public Employees' Retirement System (CalPERS)

Mayor Craft opened the public hearing. There being no one to speak to the item, Mayor Craft closed the public hearing.

On motion by Member Evola, seconded by Member Banales, to adopt the ordinance and carried unanimously.

6. Adoption of a City Council Resolution to Adopt a Mitigated Negative Declaration Prepared for the Americana Park Bypass Channel

Mayor Craft opened the public hearing. There being no one to speak to the item, Mayor Craft closed the public hearing.

On motion by Vice Mayor Longmire, seconded by Member Killings, to adopt the resolution and carried unanimously.

CONSIDERATION

7. Adoption of a City Council Resolution Approving the City's Proposed Framework for the Development of a Green Infrastructure Plan

On motion by Vice Mayor Longmire, seconded by Member Banales, to adopt and carried unanimously.

8. By Minute Order, Authorize Community Outreach Program and Distribution of Open Letter to the Community Regarding Diversity

Willie Mims, Pittsburg, felt the Council didn't listen to the public at the workshop held last month.

Durie Foster, Pittsburg, stated he felt we did not need a letter.

Wolfgang Croskey, Pittsburg, also felt we did not need a letter.

Tom LaFleur, Pittsburg, noted that this is a divisive issue and the state is looking to approve a policy.

Tony Jiminez, Pittsburg, stated there should be more teeth in the letter as well as clarity and concrete items that the Council wants to achieve.

On motion by Member Banales to adopt the Minute Order authorizing a Community Outreach Program, fact sheet and distribution of an Open Letter to the Community regarding diversity. The motion failed for lack of a second.

On motion by Member Killings, seconded by Member Evola, to adopt the Minute Order with the direction to authorize outreach by the Police Department and staff, but with no letter to the community, and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, AND SUCCESSOR AGENCY CONSENT CALENDAR

On motion by Vice Mayor/Chair Longmire, seconded by Member Killings, to adopt the Consent Calendar and carried unanimously.

9. Minutes of April 17, 2017

10. Rejected Claim #17-0019 Vaughn, Marcia

11. Adoption of a PACF Resolution Approving a Sublease Agreement between the Pittsburg Arts and Community Foundation, Inc. and Iman Jamel Hussein-Garcia dba AIM Moda Men's Suit Outlet for 690 Railroad Avenue

12. Adoption of a City Council Resolution Approving Contra Costa Transportation Authority's Measure J Growth Management Program Compliance Checklist for Calendar Years 2014 and 2015

13. Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between the City of Pittsburg and BARIC Services LLC for the Property Located at 14 Alturas Avenue (087-114-011)

14. Adoption of a City Council Ordinance Levying Special Tax in Community Facilities District (CFD) No. 2017-1, Fire Facilities and Fire Safety and Emergency Services

15. Request for Reinstatement and a Leave of Absence for Planning Commissioner Belleci-Shipe, Through June 2017

COUNCIL MEMBER REPORTS/REMARKS

Member Killings stated he attended the Civic Pride Day event and was at Buchanan Park. He applauded the event and hoped it would continue not only as a yearly event, but possibly monthly as well.

Member Evola commented on the upcoming budget and noted the Council has been proactive in past years preparing for unforeseen expenditures.

Mayor Craft also attended the Civic Pride Day event, but was most impressed by the crowds at the California Theatre and the positive comments about Pittsburg in general by those attending that event.

ADJOURNMENT

The City Council meeting was adjourned at 9:33 P.M. to May 1, 2017 ***in honor of Joan and Nolan Evola's 50th Anniversary.***

Respectfully submitted,

Alice E. Evenson, City Clerk

17-0025

CLAIM PRESENTED TO THE CITY OF PITTSBURG

Please read the instructions on the back before completing. FORM 4.1

1. Claimant's Name: (*Please Print*)
OSCAR ESPINOZA

Claimant's Address:
97 NORTH ALVARADO ST

City, State, Zip:
PITTSBURG, California, 94565

Day Phone: (925) 451-6669 Eve: ( )

Reserved for Filing Stamp

CITY CLERK
RECEIVED
MAY 03 2017
MAY 04 2017

City Claim No.:

2. When did the damage or injury occur?

Month:	Day:	Year:	Time:	a.m. or p.m.
April	6th	2017	9:30	x

3. At which location did the damage or injury occur? Police Report No.:

97 NORTH ALVARADO ST PITTSBURG, California, 94565

4. a. What happened and why is the City responsible?

HIGH WINDS HAD BLOWN A BRANCH FROM A CITY OWNED TREE ONTO THE CUSTOMERs POWER LINE,

CAUSING DAMAGES TO THE CUSTOMERS HOME. TREE WAS NOT PROPERLY MAINTAINED.

b. Name and position of responsible City Employee(s), if known:

5. What damage or injury occurred?
DAMAGES TO THE CUSTOMERS POWER LINE. ESTIMATE FOR THE DAMAGE IS ENCLOSED.

6. Claim amount (only if less than $10,000):
$2,300.00

If the amount exceeds $10,000, please check the court for appropriate jurisdiction:
_____ Municipal Court (claims up to $25,000) ____ Superior Court (claims over $25,000)

7. How did you arrive at the amount claimed? Please attach documentation.

ESTIMATE IS ATTACHED; ESTIMATED BY ALLSTATE ADJUSTER.

8. I declare under penalty of perjury under the laws of the State of California that the following information is true and correct, and that this declaration was executed on 4/28, 2017, at DIAMOND BAR CA.

Signature of Claimant or Representative

9. Official Notices and Correspondence
If represented by an insurance company or an attorney, please provide the information requested below:
Name and Capacity:(*please print*)
ALLSTATE INSURANCE ATTN: CHRIS JONES CLAIM: 0452174485

Address:
P.O. Box 6525

City, State, Zip:
Diamond Bar California 91765

Daytime Phone: 909-612-5503 Evening:

PRESENTING A CLAIM TO THE CITY OF PITTSBURG

⇒ PLEASE TYPE OR PRINT CLEARLY ALL OF THE INFORMATION REQUESTED ON THE CLAIM FORM.
⇒ YOU MUST COMPLETE EACH SECTION OR YOUR CLAIM MAY BE RETURNED TO YOU AS INSUFFICIENT.
⇒ THE FOLLOWING PROVIDES SPECIFIC INSTRUCTIONS FOR COMPLETING EACH SECTION OF THE CLAIM FORM.

1. **NAME AND MAILING ADDRESS OF CLAIMANT** – State the full name and mailing address of the person(s) claiming damage or injury. Please include a daytime and evening telephone number.

2. **WHEN DID THE DAMAGE OR INJURY OCCUR?** – State the exact month, date, year, and approximate time (if known) of the incident which caused the alleged damage/injury.

   Under State law, claims relating to causes of action for personal injury, wrongful death, property damage, and crop damage must be presented to the City of Pittsburg no later than six months after the incident date. Please note that evidence of **"presentation"** includes a clear postmark date on an envelope, or a certification of personal service, or service by mail.

   When filing a claim beyond the six-month period, you must explain the reason the claim was not filed within the six-month period. This explanation is called **"application for leave to present a late claim".** In considering your claim, the City will first decide whether the late claim application should be granted or denied. (See Government Code Section 911.4 for the legally acceptable reasons a claim may be filed late.) Only if your late claim application is granted will the City then consider the merits of your claim.

   Claims relating to any cause of action other than personal injury, wrongful death, property damage, and crop damage must be presented no later than one year after the incident date. (See Government Code Section 911.2).

3. **AT WHICH LOCATION DID THE DAMAGE OR INJURY OCCUR?** – Please include street address, city, county, intersection, etc. If possible, also include the Police Report number.

4. **WHAT HAPPENED AND WHY IS THE CITY RESPONSIBILE?** – Please explain the circumstances that led to the alleged damage or injury. State all facts which support your claim with the City and why you believe the City is responsible for the alleged damage or injury. If known, identify the name of the City Department(s) and/or City employee(s) that allegedly caused the damage or injury.

5. **WHAT DAMAGE OR INJURY OCCURRED?** – Provide in full a detailed description of the damage/injury that allegedly resulted from the incident. (What specific damage or injury do you claim resulted from the alleged actions?)

6. **CLAIM AMOUNT:** - State the specific total dollar amount you are claiming as result of the alleged damage/injury. If damage/injury is continuing or is anticipated in the future, indicate with a "+" following the dollar figure if $10,000 or under. If the total dollar amount is unspecified or exceeds $10,000, designate the appropriate court jurisdiction for the claim.

7. **HOW DID YOU ARRIVE AT THE AMOUNT CLAIMED?** – Provide a breakdown of how the total amount that you are claiming was computed. You may declare expenses incurred and/or future anticipated expenses. If you have supporting documentation (i.e., bills, payment receipts, cost estimates) please attach copies of them to your claim.

8. **SIGNATURE:** - The claim must be signed by the claimant or by the attorney/representative of the claimant. The City will not accept the claim without a property signature. Government Code Section 910.2 provides: "The claim shall be signed by the claimant or by some person on his/her behalf."

9. **OFFICIAL NOTICES AND CORRESPONDENCE -** Provide the name and mailing address of the person to whom all official notices and other correspondence from the City should be sent, only if other than claimant. Please provide telephone numbers for the representative, if applicable.

⇒ SUBMIT COMPLETED AND RELATED DOCUMENTATION TO: The City Clerk of the City of Pittsburg, 65 Civic Avenue, Pittsburg, CA 94565. Personal service of claims can be accomplished during regular City business hours (8:00 a.m. to 5:00 p.m.), Monday through Friday (excluding City holidays) at the City of Pittsburg Civic Center, 65 Civic Avenue, 3rd Floor, Pittsburg, CA 94565.

⇒ If you wish to receive a stamped copy of your claim, return the form to the City Clerk with a cover letter along with a stamped, self addressed envelope informing the City of your request.

⇒ You will receive a letter from the Risk Management Office indicating your claim has been received and is being investigated. You will receive an explanation of the investigation results within 45 days in most instances.

If, after reading these instructions, you have questions or need additional information regarding the filing of a claim with the City Clerk of Pittsburg, please contact the City Clerk's staff at (925) 252-4850.

Please return this claim form to: Office of the City Clerk, Attn: Alice Evenson, City of Pittsburg, 65 Civic Avenue, Pittsburg, CA 94565.

THANK YOU!

California Property Market Claim Office

Allstate. You're in good hands.
P.O. Box 6525
Diamond Bar, California 91765
Phone: (888) 903-1965
Fax: (877) 619-4585

Insured:	OSCAR ESPINOZA	Cell:	(925) 451-6669
Property:	97 NORTH ALVARADO ST PITTSBURG, CA 94565		
Home:	97 ALVARADO AVE PITTSBURG, CA 94565-4814		
Claim Rep.:	RAYMOND FREIJE	Business:	(909) 612-5578
Company:	Allstate Insurance		
Business:	P.O. BOX 6525 DIAMOND BAR, CA 91765		
Estimator:	RAYMOND FREIJE	Business:	(909) 612-5578
Company:	Allstate Insurance		
Business:	P.O. BOX 6525 DIAMOND BAR, CA 91765		

Claim Number: 0452174485 **Policy Number:** 000027369566 **Type of Loss:** Windstorm and Hail

Date Contacted:	4/22/2017		
Date of Loss:	4/6/2017 9:30 PM	Date Received:	4/7/2017 5:23 PM
Date Inspected:		Date Entered:	4/22/2017 1:38 PM
Date Est. Completed:	4/22/2017 1:43 PM		

Price List:	CAEB8X_APR17 Restoration/Service/Remodel
Estimate:	OSCAR_ESPINOZA

Allstate is dedicated to providing you with outstanding service throughout the claim-handling process. If you have any questions regarding this estimate, or if there are differences with the estimate provided by your repairperson of choice, or if additional damage is found during the repair process, please contact us at (909) 612-5578.
Thank you,
RAYMOND FREIJE

Allstate
You're in good hands.

California Property Market Claim Office

P.O. Box 6525
Diamond Bar, California 91765
Phone: (888) 903-1965
Fax: (877) 619-4585

OSCAR_ESPINOZA

Electrical

DESCRIPTION	QUANTITY	UNIT	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
1. Electrical (Bid Item)	1.00 EA	2,800.00	2,800.00	0/NA	Avg.	0%	(0.00)	2,800.00
CUSTOMER FURNISHED INVOICE FOR ELECTRICAL WIRING DAMAGED BY FALLEN TREE BRANCH, NET: $2800.00.								
Totals: Electrical			**2,800.00**				**0.00**	**2,800.00**
Line Item Totals: OSCAR_ESPINOZA			**2,800.00**				**0.00**	**2,800.00**

[%] - Indicates that depreciate by percent was used for this item
[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

California Property Market Claim Office

Allstate
You're in good hands.

P.O. Box 6525
Diamond Bar, California 91765
Phone: (888) 903-1965
Fax: (877) 619-4585

Summary for
AA-Dwelling
Summary for All Items

Line Item Total	2,800.00
Replacement Cost Value	**$2,800.00**
Less Non-recoverable Depreciation	<0.00>
Actual Cash Value	**$2,800.00**
Less Deductible	(500.00)
Net Claim	**$2,300.00**

RAYMOND FREIJE

Allstate.
You're in good hands.

California Property Market Claim Office

P.O. Box 6525
Diamond Bar, California 91765
Phone: (888) 903-1965
Fax: (877) 619-4585

Recap of Taxes

	Material Sales Tax (8.25%)	Storage Rental Tax (8.25%)
Line Items	0.00	0.00
Total	**0.00**	**0.00**

California Property Market Claim Office

Allstate. You're in good hands.

P.O. Box 6525
Diamond Bar, California 91765
Phone: (888) 903-1965
Fax: (877) 619-4585

Recap by Room

Estimate: OSCAR_ESPINOZA		
Electrical	**2,800.00**	**100.00%**
Subtotal of Areas	**2,800.00**	**100.00%**
Total	**2,800.00**	**100.00%**

California Property Market Claim Office

Allstate. You're in good hands.

P.O. Box 6525
Diamond Bar, California 91765
Phone: (888) 903-1965
Fax: (877) 619-4585

Recap by Category

Items	Total	%
ELECTRICAL	**2,800.00**	**100.00%**
Subtotal	**2,800.00**	**100.00%**

Depending upon the circumstances of your loss, our estimate may or may not include an amount for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether the services of a general contractor are appropriate for your loss, please contact your claim representative before proceeding with repairs.

For your protection California law requires the following to appear on this form:
Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
This document includes a damage estimate for your property based on Replacement Cost Value (RCV) and Actual Cash Value (ACV). The ACV estimate reflects the RCV less the amount of any depreciation. Depreciation is the decrease in value of an item due to the item's condition, which takes into consideration age, life expectancy, usage, type of item, and market factors. Depending on your policy language, you may be able to recover your depreciation upon your repair or replacement of the covered damages.
Specialized skill, licensing or certification may be needed of any contractor(s) that you retain, for instance, to identify the presence and nature of any potential contaminants, toxins, pollutants, or other hazards that may be encountered during the course of the work, or to utilize appropriate work practices and procedures during the course of the work. Check with your local or State public health or environmental agency regarding potential hazards, including contractor qualifications and other requirements.
For your safety, it is prudent to avoid areas where damaged structures, materials or unknown substances may be present, and to not disturb such structures, material, or unknown substances until your contractors have inspected the work site.
The suggestions above are provided only for your consideration. They in no way supplement, alter or modify your existing coverage. Your insurance policy is the legal contract that contains the terms and limitations of your coverage.
If you have any concerns about the grade of flooring on your estimate, you may take advantage of a free service that will provide you with a more specific analysis. To use this option, please keep a 12" x 12" sample of your damaged flooring, and notify your Allstate adjuster that you would like the additional analysis.

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 5/4/2017

TO: Chair and Agency Members

FROM: Joe Sbranti, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution to Approve Agreements with Landis+Gyr to implement an Advanced Metering Infrastructure System and Authorize Associated Equipment Purchases

MEETING DATE: 5/15/2017

EXECUTIVE SUMMARY

Staff recommends the Pittsburg Power Company (PPC) Board approve agreements with Landis+Gyr to implement an Advanced Metering Infrastructure (AMI) system and authorize associated equipment purchases. This new system will modernize Island Energy's customer energy use measurement capabilities allowing it to lower costs, provide greater customer value and respond to regulatory changes.

FISCAL IMPACT

The expected cost to implement the new AMI system is $272,325. This cost will be funded by the Capital Outlay/ Gas Electric account (580-46115-3007) which has a current balance of $359,619. Approval is requested for an additional $20,000 for contingency purposes. The annual cost for the AMI system is $9,300 which is included in the Island Energy budget and rate case and is recovered from rate payers.

RECOMMENDATION

The PPC Board approves the attached agreements with Landis+Gyr, authorizes the Executive Director to accept minor language modifications, and sign them.

BACKGROUND

California's mandates for increased use of electricity generated from renewable resources have increased the complexity of the utility business. The requirement to offer net energy metering to customers choosing to install solar systems requires metering that can measure excess generation. The growth of utility scale renewable generation has changed when excess electricity is available on the California grid. State regulators are encouraging or

requiring Time of Use (TOU) rates to better match electricity demand to its supply. Island Energy's current metering system is not capable of measuring electricity use by time of day.

Modern AMI systems are capable of capturing electricity delivered to and received from customers, along with other types of electricity usage information, on an interval as frequent as every 15 minutes. These measurements are transmitted to central collecting devices which in turn communicates the information to a centralized data repository.

Manual reading of meters currently accounts for approximately five percent of field staff time. With the implementation of AMI, this time can be spent on other productive activities.

SUBCOMMITTEE FINDINGS

At its April 18, 2017 meeting, the Pittsburg Power Company Subcommittee received information from staff about the proposed AMI system, the required agreements and supported staff's recommendations.

STAFF ANALYSIS

In November 2016, PPC issued an Requests for Proposal (RFPs) for an AMI system.

AMI proposals were received from three vendors: Elster, Landis+Gyr, and Tantalus. Staff recommends the Landis+Gyr solution based on its price - which was the lowest, excellent references, best fit with our infrastructure and additional capabilities beyond what was required in the proposal. The Landis+Gyr proposal includes $43,860 for gas meter modules, $26,302 for collection equipment and software licenses, and $77,625 for set up services and training. Agreements for implementation services, software license, and hosting services will need to be executed. In addition, electric meters must be purchased from Carlson Sales (Landis+Gyr's electrical distributor) at a cost of $124,852. Annual costs for the Landis+Gyr AMI solution are expected to be $9,300.

Staff has confidence in the capabilities of the vendor and expects them to complete their work within the proposed costs. However, implementation of any new technology carries risks that some important elements for success may be unknown. For this reason staff is requesting authorization to draw an additional $20,000 from account 580-46111-3007 for contingency purposes.

ATTACHMENTS: Resolution
Agreements

Report Prepared By: Peter Guadagni, Power Company Manager

BEFORE THE PITTSBURG POWER COMPANYOF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving Agreements with	)	
Landis+Gyr to Implement an Advanced	)	RESOLUTION NO.17-
Metering Infrastructure System and	)	
Authorize Associated Equipment Purchases	)	

The Board of Directors of the Pittsburg Power Company (PPC),a Joint Powers Authority,DOESRESOLVE as follows:

WHEREAS,California's mandates for increased use of electricity generated from renewable resources have increased the complexity of utilities operating in the State;and

WHEREAS, therequirement to offer net energy metering to customers choosing to install solar systems requires metering systems that can measure excess generation; and

WHEREAS, the growth of utility scale renewable generation has changed when excess energy is available on the California grid leading regulators to encourage or require the use of Time of Use (TOU) electricity billing rates; and

WHEREAS, Island Energy's current metering systemis not capable of measuring electricity use by time of day; and

WHEREAS, current commercially available Advanced Metering Infrastructure (AMI) systems will support Island Energy'sneed to measure electricity use by time of day; and

WHEREAS, AMI systems provide additional benefits including a reduction in billing errors, elimination of staff time devoted to manual meter reading, and information to identify load losses and guide future facility investment decisions; and

WHEREAS,Requests for Proposals for AMI systems were issued in November 2016; and

WHEREAS,staff evaluated proposals based on ability to meet requirements, cost, references, and ability to adapt to future needs; and

WHEREAS,staff recommendsthe proposal from Landis+Gyr for an AMI system be accepted.

NOW, THEREFORE, the Board of Directorsfinds and determines as follows:

Section 1. The Executive Director is hereby authorizedto sign the Master Purchase License and Services, Software Support and Maintenance, and Software as a Service Agreements with Landis+Gyr including accepting minor changes in the agreements.

Section 2. The Finance Director is hereby authorized and directed to execute

apurchase order(s) to the Carlson Sales in the amount of $124,852 for the purchase of Landis+Gyr electric meters and to Landis+Gyr in the amount of $147,787 for the purchase of gas meter modules, software, and setup and training services.

Section 3. The Finance Director is hereby authorized to increase the purchase order(s) to Carlson Sales or Landis+Gyrby up to $20,000.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Directors of the Pittsburg Power Companyat a regular meeting on the 15th day ofMay 2017, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Marilyn Craft, Chair

ATTEST:

_____
Alice E. Evenson, Secretary

MASTERPURCHASE, LICENSE AND SERVICES AGREEMENT

THIS MASTER PURCHASE, LICENSE AND SERVICES AGREEMENT is effective as of the last signature date below ("**Effective Date**") and is between Pittsburg Power Company, a joint powers authority, doing business as Island Energy ("**Customer**") with principal offices located at 65 Civic Avenue, Pittsburg, CA 94565, and Landis+Gyr Technology, Inc., a Delaware corporation (**"Landis+Gyr"**) with principal place of business at 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022.

WHEREAS, Customer desires to engage Landis+Gyr to perform Services and to provide Productsto Customer for the provision of a Gridstream RF solutionas referenced in this Agreement for Customer's deployment and implementation of the Gridstream RF AMI system.

WHEREAS, Landis+Gyr will supply to Customer the Products and perform the Services as set forth herein and as described in the attached Exhibit(s) to this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1.0 Definitions

The terms listed below are defined as follows:

1.1 "**Agreement**" means this Master Purchase, License and Services Agreement, including all exhibits and Statements of Work, which is by and between Customer and Landis+Gyr. In the event there are any conflicting provisions or requirements among the Agreement documents, the provision and requirements of the Agreement document shall be enforced in the following order of descending priority: (i) any amendment to this Agreement; (ii) the body of this Agreement; and (iii) any other document included as an Agreement document.

1.2 "**Collector**" means the Landis+Gyr two-way radio base station that transmits data between the Meters, Routers and the data center.

1.3 **"Customer Data**" means (i) any and all end usersof Customer's information relating to electricity, natural gas and/or water consumption, load profile, billing history, or credit history that is or has been obtained or compiled by Customer in connection with supplying electric services, gas services and/or water services to that customer or group of customers ("**Personal Information")** (regardless of the media in which it is contained) that may be disclosed at any time to Landis+Gyr or to the Field Tools by Customer or its employees, agents, consultants, contractors, suppliers or customers in anticipation of, in connection with, or incidental to Landis+Gyr's performance of the Services for or on behalf of Customer; (ii) any and all Personal Information created, obtained, used or accessed by Landis+Gyr (or the Field Tools) in its performance of the Services, or derived from such information or materials; and (iii) all data and information of Customer, its employees or customers.

1.4 "**Documentation**" means any and all manuals, instructions, specifications and other documents and materials that Landis+Gyr provides or makes available to Customer in any medium and which describe the functionality, components, features or requirements of the Software, including any one or more of the installation, configuration, integration, operation, use, support or maintenance thereof.

1.5 "**Endpoint**"means a sensory-type device, e.g., electric meter, water meter, gas meter, DA device, load control switch, etc., that is equipped with an AMI communication module.

1.6 "**Equipment**" means Network Equipment, Endpoints and/or hardware that Customer purchases

from Landis+Gyr.

1.7 "**Event of Bankruptcy**" means any of the following events or circumstances with respect to a party:

a) That party makes a general assignment for the benefit of creditors;
b) That party institutes proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it;
c) That party is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent;
d) That party seeks reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or
e) That party has a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

1.8 "**Field Tools**" means the Landis+Gyr proprietary field tools named TechStudio for RF.

1.9 "**Firmware**" means software embedded in and provided with the Equipment.

1.10 **"Network Equipment"** means the Collectors, Routers, and radios that are in these devices for RF that are or will be under this Master Agreement physically deployed in the Customer service territory. The term does not include the system backhaul, the network operations center, any system equipment that is not located in the Customer service territory, Meters, or any aspect or component of the system components that is not used by Customer.

1.11 "**Meter**" means a devicethat measures the supply of electricity, gas, or water provided by Customer to Customer's consumer.

1.12 "**Products**" means Equipment, Firmware, Software, and/or any other items purchased or licensed from Landis+Gyr as described on Exhibit A attached hereto, if any, or that Customer purchases or licenses from Landis+Gyr and is not described on Exhibit A.

1.13 "**Purchase Order**" means a Customer order, including, without limitation, a purchase order offered by Customer, to purchase Products from Landis+Gyr that Landis+Gyr accepts. Each Purchase Order will be deemed to include the terms and conditions of this Agreement even if not referenced in a Purchase Order.

1.14 **"Router**" meansLandis+Gyr-furnishedNetwork Equipment that provides intermediate communication and data processing between Endpointsand Collectors. Routers may also communicate with other Routers.

1.15 "**Services**" means project management services, training, project delivery services, commissioning services, and/or other services described in Exhibit A.

1.16 "**Software**" means computer application and programs in any form that Customer licenses from Landis+Gyr, includingTechStudio and any other software referenced in Exhibit A.

1.17 "**System**" means Landis+Gyr'sEquipment, Firmware, Field Tools and Softwareused by the Customer to monitor and manage its consumer's usage of Customer offerings.

1.18 "**Third Party Products**" means, if any, goods and software that Customer purchases or sub-licenses from Landis+Gyr that are not manufactured or provided by Landis+Gyr that display the logo or copyright of another manufacturer, or that are not proprietary to Landis+Gyr.

2.0 Orders; Cancellations and Modifications

2.1 Equipment Forecasts. Within thirty (30) days after the Effective Date of this Agreement, Customer shall supply to Landis+Gyr a written forecast of total anticipated Landis+GyrEquipment needs by month. Any changes to the Equipment forecast should also be furnished to Landis+Gyr. Failure to provide an accurate forecast, within reason, may negate the stated Landis+Gyr equipment lead times and may adversely impact delivery of product to Customer.

2.2 Written Orders. Customer may issue Purchase Orders to Landis+Gyr by mail, facsimile communication or electronic mail. Landis+Gyr may accept Customer's Purchase Order by signing it, acknowledging it using facsimile or electronic mail, or by delivering the Products which Customer ordered. Customer's Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. Customer's desired shipment dates shall take into account Landis+Gyr's current lead times at the time of thePurchase Order. Lead times will be provided to Customer by a Landis+Gyr representative and are defined as the cycle time from acknowledgement of Order to fulfillment of Order, assuming the Equipment was initially forecasted in accordance with Section 2.1.It is acknowledged by the parties that all instrument and documents issued or delivered pursuant to this Agreement, including all Purchase Orders, order acceptance, order acknowledgements, invoices and other instruments ("**Order Documents**") shall incorporate the terms and conditions of this Agreement, irrespective of whether any such Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. Any terms and conditions contained in an Order Document now or hereafter delivered by a party pursuant to this Agreement other than quantities, service description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.

2.3 Cancellation and Modifications. Customer may, without penalty, cancel or reduce an Equipment Order on written notice to Landis+Gyr no later than sixteen (16) weeks prior to scheduled delivery of the Equipment Order.Customer may not cancel or modify an Equipment Order within sixteen (16) weeks prior to delivery. Notwithstanding the foregoing, cancellation charges do not apply to Software or Services Orders.

2.4 Equipment Intellectual Property. Landis+Gyr retains ownership of all intellectual property rights in the Equipment. Customer agrees that Customer shall not, and that Customer shall not allow any third party, to attempt to reverse engineer, de-compile, or disassemble the Equipment or the Firmware or otherwise discover the trade secrets in the Firmware for any reason.

3.0 Shipment

3.1 Shipments. Landis+Gyr will ship or deliver Equipment to Customer's warehouse or other designated location. All Equipment will be shipped to Customer D.A.P. destination in accordance with INCOTERMS 2010 and assumes full truckload shipments; additional charges may apply if actual shipment is less than a truckload. Customer agrees to inspect Equipmentwithin one (1) week upon receipt and to promptly notify Landis+Gyr of any defects. Customer will be deemed to have accepted the Equipment unless Customer notifies Landis+Gyr within one week after receipt of the Equipment that the Equipmentis rejected. The acceptance of any Equipment by Customer shall not preclude the subsequent removalthereof if such Equipment shall be found to be defective after installation; in such event, the Agreement's warranty terms shall apply.

4.0 Prices and Taxes

4.1 Prices. Customer's PurchaseOrder will state Product prices and, if the ordered Product is a Product described on Exhibit A hereto, if any, the Purchase Order will state the applicable price set forth thereon. If the Purchase Order does not state a Product price or is for a Product not set forth on Exhibit A, the price will be Landis+Gyr's then-current price. Landis+Gyr may increase Customer's price for items ordered by Customer but not included in Exhibit Aif it increases its price after it accepts the Purchase Order, and the Purchase Order specifies delivery more than one hundred twenty (120) days after the price increase becomes effective.Landis+Gyr shall notify Customer of the price increase, and Customer shall have the option of cancelling or otherwise modifying its order, without penalty. Also, price increases for Services or Software licensed for a periodic fee will apply to subsequent billing periods. The above notwithstanding, set forth in Exhibit A are unit prices for Products contemplated in the event Customer expands its system.

4.2 Price Adjustment for Pricing in Exhibit A. Pricing by Landis+Gyr set forth in Exhibit A will remain firm for two (2) years from the Effective Date. Following year two (2), pricing set forth in the pricing table in Exhibit A shall be subject to an annual increase equal to the percentage annual adjustment in the CPI. The CPI will be obtained from U.S. Bureau of Labor Statistics (www.bls.gov/cpi) and is designated as of the June-to-June twelve-month percentage change to the Consumer Price Index – Urban Wage Earners and Clerical Workers, Not seasonally adjusted.

4.3 Taxes and Other Charges. Unless otherwise stated, Product and Services prices do not include shipment and installation charges, charges associated with preparing the Customer site; and all taxes that relate to Customer's acquisition or use of Products and Services, including sales, use, VAT and property (ad valorem) taxes, other governmental charges and taxes, and assessments after audit.Customer agrees to pay those charges and taxes, except for taxes based on Landis+Gyr's net income.If Customerqualifiesfor tax exemptions, Customer must provide Landis+Gyr with appropriate exemption documentation.

5.0 Invoice and Payment

5.1 Invoice and Payment. Landis+Gyr will issue invoices to Customer for all amounts owed to Landis+Gyr hereunder. Invoices (i) for Equipment will be issued upon shipment of the Equipment, (ii) for Services shall be issued upon performance of the Services; and (iii) for Software license and maintenance feesin advance of delivery. Payment is due within thirty (30) days of the invoice date. Late payments will be subject to interest from the due date at the lesser of one percent (1%) per month or the maximum rate allowed by law.

6.0 Software

6.1 Firmware License. The Firmware is licensed to Customer, not sold. Customer is granted a non-transferable, non-exclusive license to use the firmware solely in connection with Customer's use of the Equipment during the term of this Agreement and for use solely with Gridstream communication network. Customer understands and agrees that it is not permitted to distribute the firmware in any form, or to use the firmware except as it is embedded in the Equipment.

6.2 License to Field Tool Software and Software. Landis+Gyr hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable limited license to use the Field Tool Software and Software (collectively, the "**Software**") in object code form only in the Customer service territory on the terms of this license. Landis+Gyrhereby licenses the use of Software solely for use in conjunction with Landis+Gyr Systems. Customer agrees that Customer shall not and that Customer shall not allow any third party (i) to attempt to reverse engineer, de-compile, or disassemble the Software or otherwise discover the trade secrets in the Software for any reason,

(ii) to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs without express permission from Landis+Gyr. Software is also subject to the license terms included in schedules or agreements executed for specific Software if any. Customer agrees not to copy Software without express written authorization from Landis+Gyr, except that Customer may copy Software as a part of filebackups or archivals. Customer must reproduce and include the copyright notices on any such copies. Landis+Gyr (and/or its third party licensors) retains title to the original Software provided to Customer and any copies made from it. Customer's employees, consultant and contractors (if any) shall be deemed authorized users of the Software provided that each such employee, consultant and/or contractor has agreed to comply with the terms hereof, and further provided that Customer remains liable for any breach of the terms of the license by such employee(s), consultant(s) or contractor(s).

6.3 Intellectual Property Rights. All proprietary and intellectual property rights in and to the Firmware and Software provided hereunder are owned by Landis+Gyr (or its third party licensors) and Landis+Gyr (and/or its third party licensors) retains title to the original Firmware and Software provided to Customer and any copies made from it.

6.4 Software and Maintenance Support. Customer may obtain Software support by executing Landis+Gyr's Software Support and Maintenance Agreement(s). Landis+Gyr has no obligation to provide Software support to Customer if it has not signed a Software Maintenance Agreement and is not current on the applicable fees.

7.0 Services

7.1 Services.Landis+Gyrwill provide the Services as set forth in Exhibit A or in a separate Statement of Work and may include software maintenance support if the parties enter into a separate Support Agreement.Exhibit A sets forth the description of the Services, pricing, duration and any other terms specific to the Services described therein.

8.0 LimitedWarranties

8.1 Equipment Limited Warranty. Landis+Gyr warrants that for a period of eighteen (18) months from the date of shipment, the Equipment, including Firmware will (a) be new, (b) comply with their corresponding specifications and (c) be free from material defects in workmanship and design. Landis+Gyr shall, at its option and at its expense (and as Customer's sole and exclusive remedy for breach of any warranty), repair or replace Equipment found defective. Within sixty (60) days of first becoming aware of such breach of warranty, Customer shall contact Landis+Gyr's customer support and request a return materials authorization form ("**RMA")**. After an RMA is issued, Landis+Gyr will provide Customer with shipping instructions, via email, for the warranted Equipment. Landis+Gyr shall repair or replace the defective Equipment within sixty (60) days of receipt (freight prepaid by Customer) of such returned Equipment subject to the terms herein. For Equipment that is found to be not under warranty, Landis+Gyr can attempt repairs, upon Customer's written request, based on Landis+Gyr current prevailing rates or ship the Equipment back to the Customer or dispose of the Equipment at Customer's direction. Any repaired or replaced Equipment shall be warranted as set forth in this Section for a period equal to the greater of (i) the balance of the applicable warranty period relating to such Equipment or (ii) six (6) months from the shipment date to Customer. Landis+Gyr shall pay all transportation and shipment costs for repaired or replacement Equipment to Customer. If more than three percent (3%) of Meters returned by Customer for the prior twelve (12) month period has no defect ("**Non-Defective Equipment**"), then Customer will pay ten dollars ($10.00) per Meter above that three percent (3%) per Meter above that threshold to cover Landis+Gyr's costs of handling and testing the Non-Defective Equipment. ALL CLAIMS FOR BREACH OF WARRANTY MUST BE

RECEIVED BY LANDIS+GYR NO LATER THAN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE WARRANTY PERIOD.

8.2 Software Limited Warranty. Landis+Gyr warrants, subject to the limitations and restrictions set forth below, to Customer that for a period of 90 days from the date of delivery ("**Software Warranty Period**"):

8.2.1 The Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and

8.2.2 no maintenance release, when correctly installed by Customer in accordance with the Documentation and this Agreement, will have a material adverse effect on the functionality of the Software; and

8.2.3 the Documentation will include the specifications necessary to install, operate and use the Software as intended.

8.3 Customer Requirements. The limited warranties set forth in Section 8.2 apply only if Customer: (a) notifies Landis+Gyr in writing of the warranty breach before the expiration of the Software Warranty Period; (b) has promptly installed all maintenance releases to the Software that Landis+Gyr previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of this Agreement (including the payment of all license fees then due and owing).

8.4 Exceptions. Notwithstanding any provisions to the contrary in this Agreement, the limited warranty set forth in Section 8.2 shall not apply to problems arising out of or relating to:

(a) Software, or the media on which it is provided, that is modified or damaged by Customer or its Representatives;

(b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation;

(c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation;

(d) Customer's failure to promptly install all maintenance releases that Landis+Gyr has previously made available to Customer; or

(e) the operation of, or access to, Customer's or a third party's system or network.

8.5 Remedial Efforts. If Landis+Gyr breaches, or is alleged to have breached, any of the warranties set forth in Section 8.2, Landis+Gyr may(and as Customer's sole and exclusive remedy for breach of any warranty), at its sole option and expense, take any of the following steps to remedy such breach:

(a) replace any damaged or defective media on which Landis+Gyr supplied the Software;

(b) amend, supplement or replace any incomplete or inaccurate Documentation;

(c) repair the Software;

(d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software hereunder); and/or

(e) terminate the license, promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the remaining Term of this Agreement following the date of such termination.

8.6 Services Warranty.

(a) Landis+Gyr warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) Landis+Gyr shall not be liable for a breach of the warranty set forth in Section 8.6(a) unless Customer gives written notice of the defective Services, reasonably described, to Landis+Gyr within ninety (90) days of the time when Customer discovers or ought to have discovered that the Services were defective.

(c) Subject to Section 8.6(b)Landis+Gyr shall(and as Customer's sole and exclusive remedy for breach of any warranty), in its sole discretion, either:

i. repair or re-perform such Services (or the defective part); or

ii. credit or refund the price of such Services at the pro rata contract rate.

8.7 Warranty Limitations and Exclusions. Landis+Gyr's warranty obligations with respect to the Equipment and Software comprising the System do not apply to the extent a failure or warranty non-conformity is caused by: Customer's or a third party's infrastructure or data; Customer's or a third party's misuse of the equipment or software comprising the System; installation by Customer or a third party not in compliance with training or manuals provided by Landis+Gyr; operation, maintenance or use by Customer or third parties not in compliance with applicable training, manuals or specifications provided by Landis+Gyr; Customer's or a third party's neglect, modification, accident, vandalism or other intentional damage; exposure to adverse conditions exceeding performance levels required by applicable specifications; or any other limitation or exclusion described herein; data provided by Customer.

8.8 DISCLAIMER. OTHER THAN THE EXPRESS WARRANTIES SET FORTH HEREIN, LANDIS+GYR MAKES NO REPRESENTATIONS OR IMPLIED WARRANTIES TO CUSTOMER WITH RESPECT TO ANY EQUIPMENT, NETWORK EQUIPMENT, FIELD TOOLS, SOFTWARE, FIRMWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR WARRANTIES THAT MAY BE IMPLIED BY TRADE USAGE OR CUSTOM.

8.9 Third Party Products. The warranties provided by Landis+Gyr do not extend to third party products that are manufactured by a third party. For avoidance of doubt, Landis+Gyr makes no representations or warranties with respect to any third party product. Landis+Gyr will use commercially reasonable efforts to assign to Customer the warranties provided by such third party.

8.10 Exclusive Remedies.Each party acknowledges that the remedies provided herein are exclusive and in lieu of all other remedies otherwise available at law or in equity.

9.0 General Indemnity; Infringement Indemnity

9.1 General Indemnity. Each party (the "**Indemnifying Party**") will indemnify and defend the other party and its officers, directors, shareholders, agents, employees, and representatives (collectively, the "**Indemnified Party**") from all third party claims, and related liabilities, fines, interest, costs, expenses and damages (including reasonable attorneys' fees) incurred by the Indemnified Party (collectively, the "**Indemnified Losses**"), for any property damage, injury, death, loss or destruction of any kind to persons or property, to the extent the damage, injury, death, loss or destruction arises out of or is related to the conduct, negligence, willful misconduct or misrepresentation on the part of the Indemnifying Party or any of its servants, representatives, agents, employees or contractors.

9.2 Infringement Indemnity by Landis+Gyr. Landis+Gyr agrees to indemnify and defend Customerand its officers, directors, shareholders, agents, employees, and representatives from and against any third party claim alleging that any Products or any resulting use of the Products constitutes an infringement of any patent or copyright or misappropriation of any trademark or trade secret, or constitutes a breach of any intellectual property right of any third party (an "**Infringement Claim**").

9.3 If the sale or use of any of the Products is enjoined in connection with any such Infringement Claim, Landis+Gyragrees to, at its option, without cost or expense to Customer:

(a) procure for Customer and its customers the right to use such Products;

(b) replace such Products with equivalent non-infringing products; or

(c) modify such Products so they become non-infringing.

Notwithstanding the foregoing, Landis+Gyr will have no liability pursuant to this Section or otherwise for any Infringement Claim to the extent such a claim is caused by (i) the misuse or unapproved modification of the Products by or at the direction of Customer (ii) the failure of Customer to use corrections or enhancements made available to Customer at no cost to Customer or (iii) use of the Products in combination with other equipment or software not provided by Landis+Gyr but only to the extent such claim is attributable to the combination or other equipment or software and if such claim would have been avoided but for such combined use. Customer will consult with Landis+Gyr, as the subject matter expert in this space, before making any unilateral change(s) to the operating environment. If Landis+Gyr advises Customer that making the proposed change(s) would likely lead to an Infringement Claim and Customer moves forward with those changes despite Landis+Gyr's advisement, then Landis+Gyr will have no liability pursuant to this Section or otherwise for any resulting Infringement Claim. This Section 9.3 sets forth the entire liability of Landis+Gyr with respect to patent infringement.

9.4 Indemnification Procedures.The party seeking indemnification will promptly notify the Indemnifying Party in writing of any Claims for which such party seeks indemnification pursuant to this Section 9 and cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party will immediately take control of the defense and investigation of such Claim and will employ counsel reasonably acceptable to the other party to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party will not settle any Claim on any terms or in any manner that adversely affects the rights of the other party or any Indemnitee without the other party's prior written consent, which will not be unreasonably withheld or delayed. The other party and any Indemnitee may participate in and

observe the proceedings at its own cost and expense with counsel of its own choosing. A party's failure to perform any obligations under this Section 9.4 will not relieve the Indemnifying Party of its obligations herein except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure.

9.5 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, the Indemnifying Party is not obligated to indemnifyor defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's:

(a) grossnegligence or more culpable act or omission (including recklessness or willful misconduct); or

(b) use of the Products in any manner that does not materially conform with the usage guidelines or specifications provided by Landis+Gyr.

10.0 Term; Termination

10.1 Term. This Agreement shall become effective on the Effective Date and continue in full force and effect for two (2) yearsunless sooner terminated in accordance with the provisions hereof. Thereafter, the term shall renew on a year to year basis unless either party receives written notice from the other of the other party's intent to terminate the Agreement upon the expiration of the then current one (1) year term. Such notice shall be delivered no later than sixty (60) days prior to the expiration of the then current one (1) year term; if the non-terminating party receives the notice thereafter, the term shall renew for an additional one (1) year.

10.2 Right to Terminate.Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party for failure of such party to fulfill any of its material obligations hereunder. In the event that the breaching party corrects the breach within the sixty (60) day period, this Agreement shall continue in full force and effect as it would have had such breach not occurred. Failure to perform due to a force majeure shall not be considered a substantial or material default under this Agreement. A party hereto may, at its option, terminate this Agreement upon an Event of Bankruptcy of the other party.

10.3 Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release either party from any liability to the other party, including any payment obligation, that has already accrued hereunder. If Customer shall terminate this Agreement other than for reasons of a default by Landis+Gyr, Customer shall:

(a) immediately discontinue use of the Software;

(b) within 30 days, at Landis+Gyr's option and at Customer's expense, return to Landis+Gyr or destroy all copies of the Software, Documentation and all materials containing Landis+Gyr's Confidential Information.

(c) Within 30 days, certify in writing to Landis+Gyr that all such copies and materials have been returned or destroyed, and that Customer's use of the Software has been discontinued.

10.4 Survival. The provisions of Section 1, 6 through 10, and 12 through Section 15 shall survive the expiration or earlier termination of this Agreement for any reason, provided that with respect to Section 12, each party's obligations under this Section 10.4, shall survive the expiration or earlier termination of this Agreement for a period of two (2) years from the date of such expiration or termination, except for Confidential Information that constitutes a trade secret under any

applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

11.0 Change Management Process

11.1 Change Management. If changes are requested by either party following the Effective Date, the requesting party shall provide a request to the other party's Project Manager or other designated staff in writing. The other party will analyze the impact and inform the other party's Project Manager of any impacts to cost, schedule, and other implications to perform the change. If both parties approve of the written change, accepted Change Requests will be deemed amendments to this Agreement and are incorporated into this Agreement by reference. Execution of the requested work cannot begin until both parties have accepted the change order in writing.

12.0 Governing Law; Submission to Jurisdiction

12.1 Governing Law; Submission to Jurisdiction.

(a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of California, without regard to California's conflict of laws principles. The Uniform Computer Information Transactions Act does not have any application to this Agreement.

(b) Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Californiain each case located in Solano County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

12.2 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

12.3 Court Actions. Except as permitted in this section, neither party may bring a case in court. If Landis+Gyr or Customer disregards this restriction, files a court case and fails to dismiss it promptly upon being notified of this provision, that party will pay the other party's costs and expenses, including reasonable attorney's fees, incurred after the notice in defending the court case. Landis+Gyr retains the right to obtain an injunction in court to prevent Customer's misuse of its intellectual properties.

13.0 Confidentiality

13.1 Confidential Information. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") non-public, proprietary, confidential information about its business affairs, products, services, confidential intellectual property, trade secrets, third party confidential information and other sensitive or proprietary information in oral, written, electronic or other intangible form marked or indicated as "**Confidential**" or "**Proprietary**" at the time of disclosure (collectively, "**Confidential Information**") subject to the California Public Records Act ("**CPRA**"). Confidential Information, however, shall not include: (a) Information which is already generally available to the public; (b) Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of the Receiving Party in breach of this Agreement; (c) Information known to the Receiving Party or its Representatives on a non-

confidential basis prior to receipt by the disclosing party; (d) Information that is independently developed without access to the Disclosing Party's Confidential Information; and (e) Information disclosed under legal compulsion; provided, however, that prior to a disclosure pursuant to an order or applicable law, the Receiving Party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure in accordance with the CPRA and reasonably cooperates with the other party in its attempts to limit or prevent such disclosure. The Receiving Party shall use the Confidential Information solely for the performance of this Agreement and shall not disclose or permit access to Confidential Information other than to its Affiliates and its or their employees, officers, directors, attorneys, accountants and financial advisors (including insurers) (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the performance of this Agreement; (b) know of the existence and terms of this Agreement and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. These non-disclosure obligations shall survive the termination of this Agreement and shall continue for a period of five (5) years thereafter. Information need not be marked "Confidential" to be considered Confidential Information. "Confidential Information" includes any Confidential Information disclosed prior to the effective date of this Agreement. Customer Confidential Information shall also be deemed to include Customer Data regardless of marking or indication and shall not be subject to the exceptions referenced above.

13.2 Safeguarding Confidential Information. The Receiving Party shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Receiving Party shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further use or disclosure. The Receiving Party will be responsible for any breach of this Agreement caused by its Representatives.Landis+Gyr understands and accepts that Customer is subject to freedom of information and open records acts and to open meetings acts and other applicable laws.

13.3 No Rights in Confidential Information. Customer and Landis+Gyr hereby acknowledge and agree that all Confidential Information of the other party shall remain the sole and exclusive property of such other party and that the receiving party shall have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.

13.4 Termination. Upon termination for any reason, or at any other time that Customer or Landis+Gyr demands, the other party shall promptly deliver and/or certify destruction of Confidential Information, as appropriate, to the requesting party all Confidential Information (copies and originals) of the requesting party as may be in the other party's possession or under its control.

14.0 Limitation of Liability

14.1 No Consequential or Indirect Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 14.3, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE OR PROFIT, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THESE LIMITATIONS WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

14.2 Maximum Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 14.3, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO LANDIS+GYR PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

14.3 Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 14 SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM: (A) PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY EITHER PARTY'S NEGLIGENT ACTS OR OMISSIONS, OR WILLFUL MISCONDUCT OR (B) BREACHES UNDER SECTION 9.2 (INFRINGEMENT INDEMNIFICATION) OR SECTION 13 (CONFIDENTIALITY).

15.0 General

15.0 Complete Agreement, Modificationand Assignment. The parties agree that this Agreement and any ancillary agreements, exhibits or schedules constitutes the complete and exclusive agreement between them with respect to its subject matter and supersedes all previous understandings, negotiations, proposals, acknowledgements, and representations, whether oral or written with respect thereto. No modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of Customer and Landis+Gyr.Customer may not assign this Agreement, a Purchase Order, or its rights or obligations under them without the express written consent of Landis+Gyr which shall not be unreasonably withheld. Any exhibit attached hereto is incorporated herein by this reference.

15.1 Notices. Notices, other than routine communications having no legal effect, shall be in writing and shall be sent by certified United States mail (return receipt requested), by guaranteed overnight delivery, by courier, or by confirmed facsimile addressed to the addresses set forth below:

For Customer: Island Energy
440 Walnut Avenue
Vallejo, CA 94592
Attn:Peter Guadagni
Facsimile No: 707-562-5002

For Landis+Gyr: Landis+Gyr Technology, Inc.
30000 Mill Creek Avenue, Suite 100
Alpharetta, GA 30022
Attn: Legal Department
Facsimile No: 678.258.1686

15.2 Force Majeure. Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, or other causes beyond its reasonable control.To the extent a party is substantially delayed by force majeure from performing its obligations hereunder, such party shall give notice and details of the force majeure to the other party as soon as practicable, then the parties may extend the time for performance by written agreement.In the event it shall become impossible for Landis+Gyr or Customer to

perform its respective obligations because of force majeure, then in such event the party so unable to perform may terminate this Agreement upon written notice to the other. In no event shall an event of force majeure excuse or delay the payment of any amount owed by one party to the other party under this Agreement.

15.3 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no party other than Landis+Gyr and Customer shall have any legally enforceable rights under this Agreement.

15.4 Headings. All headings used in this Agreement are for reference purposes only and are not part of this Agreement.

15.5 Waiver; Severability. No delay or omission by Customer or Landis+Gyr in enforcing its rights or remedies under this Agreement shall impair such right or remedy or be deemed to be a waiver thereof. Any waiver, in whole or in part of any provision of this Agreement will not affect or be considered to be a waiver of any other provision. No waiver of this Agreement shall be valid unless in writing and signed by the parties thereto. If any term of this Agreement is found to be unenforceable or invalid for any reason, such term shall not affect the other provisions, but such unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Customer and Landis+Gyr set forth in this Agreement, and all other terms will remain in full force and effect.

15.6 Independent Contractor. Nothing in this Agreement shall be read as appointing either party as the agent or legal representative of the other party for any purpose whatsoever, nor shall either party hold itself out as such. This Agreement does not create or is intended to create any express or implied relationship of joint ventures, partners, employer and employee, associates, or principal and agent between the parties, and both parties are acting as independent contractors and principals for their own accounts. Neither party is granted any right or responsibility for or on behalf of the other or otherwise to bind the other. In providing the Services and Products, Landis+Gyr shall have sole responsibility for all persons employed by it in connection with the performance of such Services; and, except as provided in this Agreement, Landis+Gyr shall solely determine the methods, details, and means of performing the Services.

15.7 EEOC and Affirmative Action.

a. **Landis+Gyr is in compliance with all of the laws and Executive Orders prohibiting discrimination, including but not limited to Title VII of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, 42 USC 2000(e), et seq., and all applicable state and local laws against discrimination.**

b. **Landis+Gyr and subcontractor, if any, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

15.8 Export Regulation. The Products, including any software, documentation and any related technical data included with, or contained in, such Products, and any products utilizing any such Products, software, documentation or technical data (collectively, "**Regulated Products**") may be subject to US export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. The Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Products to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable federal or foreign law, regulation or rule. The Customer shall be responsible for any breach of this Section 15.8 by its, and its

successors' and permitted assigns', affiliates, employees, officers, directors, partners/members/shareholders, customers, agents, distributors, resellers or vendors. The Customer shall comply with all applicable federal or foreign laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting or releasing any Regulated Products.

15.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

Acknowledged and agreed by the authorized representatives of the parties.

Pittsburg Power Company	**Landis+GyrTechnology, Inc.**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT A TO MASTER AGREEMENT

PRODUCTS PRICING SCHEDULE AND DESCRIPTION OF SERVICES

A. Project Delivery Services Overview

The parties will perform in accordance with the following summary (see Table 1) in connection with the deployment and implementation of the Gridstream RF AMI System:

Table 1 – Summary of Roles

Services	Landis+Gyr	Customer
Project Management Support	√	
System Design	√	
Training	√	
Installation (network)		√
Installation (endpoint)		√
Field Engineering (on-site field installation support)		√
Standard Integration Services (as described below). If custom interfaces are required, a separate SOW will be mutually agreed upon for an additional fee.		To be determined if required
AMI System Administration/Daily Operations		√
WAN Backhaul Communications	√	

B. Gridstream RF Solution Pricing

The following table represents Products and Services for the proposed Gridstream RFSystem.

Gas Modules				
Gas Meter Brand	*Type*	*Quanity*	*Unit Price*	*Extended Price*
American	AC-250	409	$90.00	$36,810.00
Roots	3M175	7	$135.00	$945.00
Sprague Textron	175	1	$90.00	$90.00
American	AL-425	2	$90.00	$180.00
American	Al-800	5	$205.00	$1,025.00
American	AL-1000	2	$90.00	$180.00
American	AL-1400	1	$205.00	$205.00
American	AC-630	2	$205.00	$410.00
Roots	7M175	1	$135.00	$135.00
American	3"GT	1	$135.00	$135.00
American	AC-425	2	$90.00	$180.00
			Gas Module Pricing Total:	*$40,295.00*
Collection Equipment and RF Tools				
Collection Equipment		*Quantity*	*Unit Price*	*Extended Price*
C6500 Series Collector with Cellular Modem		2	$6,500.00	$13,000.00
C6500 Series Collector Mounting Kit with 18-Foot Cable (for mounting on Street Light Arm)		2	$980.00	$1,960.00
R650 Router with 20-Foot Cable		4	$1,790.00	$7,160.00
RF Tools				
Tech Studio Software License		1	$1,000.00	$1,000.00
Tech Studio Communications Adapter		1	$700.00	$700.00
			Collection Equipment and RF Tools Total:	*$23,820.00*
Services				
Project Delivery Services		1 Lot	$70,925.00	$70,925.00
Gridstream RF Training		1 Lot	$6,700.00	$6,700.00
			Services Total:	*$77,625.00*
			PROJECT TOTAL:	**$141,740.00**

C. Clarifications

Gas Modules

1. Pricing includes the use of Landis+Gyr's M120-1 residential, M220-1 C&I and GPR rotary RF gas modules.

2. Gas meter and gas meter installation are outside the scope of this Agreement.

3. Electric meter and electric meter installation are outside the scope of this Agreement.

Collection Equipment and RF Tools

Collection Equipment

4. Network Equipment quantities are approximations of required quantities and have been developed from the 535 electric endpoint locations provided by Customer. Network Device quantities assume a Router mounting height of 20 feet above ground level (AGL). Actual Network Equipment quantities necessary for the AMI System to function properly may vary based on verification of final meter quantities, system analysis and requirements, locations, deployment approach, and system optimization needs.

5. It is assumed that all 393 gas endpoints are collocated with electric endpoints or located within range of an appropriate network device to enable adequate meshing. Any stand-alone gas devices that do not meet this criteria may require additional network equipment to provide coverage in that area.

6. Electric endpoints will be deployed in a contiguous manner to enable adequate meshing, that the gas endpoint deployment will not begin until electric meters are in place, and that the compatible Command Center software is in place to support the gas module automation.

7. Landis+Gyrwill provide WAN backhaul communicationsto each C6500 Collector.

8. Customer will provide new or existing poles, of an appropriate height, with 120/240V power source for installation of network equipment.

RF Tools

9. TechStudio is a required field tool for the Gridstream RF Mesh solution. Pricing includes one (1) license for each user instance of TechStudio and a required communications adapter for each user.

10. TechStudio Annual Maintenance includes:
    - Upgrades to TechStudio throughout the year
    - Maintenance upgrades to licensed TechStudio software
    - New features as they become available
    - Support for critical bug fixes

11. The TechStudio Software License fee is a per-user license fee for the tools software and does not include the cost of a computer or tablet for the software to be installed on.

12. Communication Adapter Fee is a per-user communication device to enable field tool communications. The pricing includes a radio device with Gridstream RF and Bluetooth communications to the field service personnel lap top or handheld. The price includes battery charger.

Services

13. Landis+Gyr has assumed that Project Delivery Services will be provided for a period of nine months over the project's three-year duration, beginning at project kickoff. Deployment Management has also been included in support of Collection Equipment Installation.

14. Should the scope of installation differ from the assumptions noted, Project Management pricing will need to be confirmed and/or adjusted.

15. Project Delivery Services pricing is based on the high-level project services table shown below.

Project Management *Highly credentialed and driven by industry standards and Landis+Gyr's robust 5-step process*	Project management services, including on-site project kickoff session, schedule management, logistics support, risk/issue management, scope management, contract management, resource coordination, and weekly or bi-weekly status meetings.
Meter Configuration Support *In-depth support for this key activity*	Assist and coordinate with understanding the chosen meter configuration to ensure data is flowing per utility business case.
Network Design and Site Surveys *Using repeatable ISO-certified processes*	Initial and final network design, on-site training for completion of site surveys, and validation of connectivity.
Network Device Commissioning *In-depth support for this key activity by highly skilled, certified field technical personnel*	On-site commissioning of initial network device, including inspection of installation, commissioning of equipment and assurance of network preparation for endpoint deployment. Also includes system orientation for completion of future Collector commissioning by the utility or its selected installation subcontractor.
Technical Implementation Support *Executing system success with dedicated engineers*	Remote technical support from a dedicated Landis+Gyr project technical expert to guide the customer on the technical aspects of Gridstream RF system operation and resolve issues quickly and efficiently through the planning and launch phases of the project. Also plans and develops system test planning in conjunction with the customer and assists with network performance validation.
Integration Support *Expert whole-solution guidance and support*	Remote integration support to facilitate customer's integration with a MultiSpeak/CIM-compliant billing system (Landis+Gyr will lead detailed requirements and design workshops, provide standard APIs and API specifications, provide best practices, and support customer integration activities).

16. Training pricing assumes that two Customer employees will attend classroom Command Center Application Training and Gridstream RF Network Deployment Training and become certified for RF Mesh. These classes are available at Landis+Gyr locations only. Network Deployment includes RF Mesh Fundamentals, RF Mesh Network Design & Site Survey, Collector Installation, Router Installation, and RF Tools. These training sessions are required. Two online sessions for Security, as well as one online session for Implementing 2-Way Gas Meters, are also included. In addition, forty (40) hours of online training have also been included for use with continuing education.

17. Customer is responsible for its own travel and expenses related to training. Delivery of product and system education is offered via several training venues, and selection of the appropriate type of training is negotiable.

18. Landis+Gyr offers a standard suite of MultiSpeak and CIM-compliant APIs for Command Center as part of its standard solution offering. Integration support and interface development required beyond these standard APIs can be priced based on time-and-material support or lump sum pricing based upon a defined scope of work. Please reference the attached Gridstream Integration Suite - Integration Tech Brief ver. 1.6 for integration details.

Additional Clarifications

19. Network Equipment is currently available with an initial 20-week manufacturing lead time after receipt of order.

20. No bonds or letters of credit are included in Landis+Gyr's pricing.

D. Description of Roles and Responsibilities/Deployment of Gridstream RF AMI System.

1. PROJECT SCOPE

1.1 System Generally

Landis+Gyr will assist Customer's planning of deployment of the System prior to Customer's deployment of the System and will provide design and project management Services. This approach will certify Customer to run and maintain the System starting at the beginning of the System implementation.

During the start-up time period, defined as the planning and readiness phase of the project, Landis+Gyr will coordinate all activities related to the planning of the deployment covering Landis+Gyr meters, network, installation, operation and maintenance training and related activities.

2. PROJECT RESPONSIBILITIES

This Section provides a summary of the responsibilities to be undertaken by Landis+Gyr and Customer in order to fulfill the requirements of the project.

2.1 Landis+Gyr Responsibilities

2.1.1 General Project Management Services

2.1.1.1 Project Management

Landis+Gyr will provide the services of a Project Manager experienced in the implementation of the Gridstream RF system of comparable complexity and who will be responsible for coordination of the equipment delivery, planning deployment, and training Customer to commission the Network Equipment.

2.1.1.2 System Technical Support / Call Center

During project deployment, Customer may contact the Landis+Gyr project team directly. Thereafter, Landis+Gyr will support Customer's system administrator in connection with the operation of Command Center, which operates all main facets of the System.

2.1.1.3 WAN Communications Support

Landis+Gyr will provide a specialist available to support Customer for the necessary communication strategy and equipment needed to make the System work. This specialist will assist and facilitate, when required, the configuration of the WAN communications to accommodate Customer's chosen communication mode. These Services are provided through the initial planning and readiness phase prior to installation of the System. Customer is responsible for acquiring all WAN communications equipment.

2.1.1.4 RF System Design Services

Landis+Gyr will design the System and identify the number and recommended location of Network Equipment. Customer will be involved throughout the design phase.

2.1.2. Network Infrastructure Products

2.1.2.1 Network Device Design, Procurement, and Deployment.

2.1.2.1.1 Landis+Gyr will create designs as per Customer's requirements and in conjunction with Landis+Gyr's design standards.

2.1.2.1.2 All Network Deviceswill be configured by Landis+Gyr prior to shipment.

2.1.3 Landis+Gyr Meters

2.1.3.1 Landis+Gyr will ensure that modules are available for installation in the Landis+Gyr meters.

2.1.4 Systems and Interfaces

2.1.4.1 Landis+Gyr will assist Customer in installing all System software so that Customer can effectively manage the System.

2.1.4.2 Landis+Gyr will assist Customer in initially configuring the System software to meet Landis+Gyr's functional specifications. With respect to Command Center, Landis+Gyr will provide Customer with assistance in updating and maintaining the configuration if Landis+Gyr's Support Agreement and Software Support Agreement are signed by the parties and the Customer pays the applicable fees.

2.1.4.3 Landis+Gyr will train Customer in operating the System.

2.1.5 Landis+Gyr will provide onsite optimization, orientation (includes training for Customer to maintain and troubleshoot RF equipment) and configuration of the collector equipment.

2.2 Customer Responsibilities

2.2.1 General Services and Facilities

2.2.1.1 Project Lead. Customer will provide an experienced project lead ("**Customer's Project Manager**") who will serve as the primary contact between Customer and Landis+Gyr's Project Manager. Customer's Project Manager will be responsible for all Customer deliverables and coordinate Customer's internal resources in areas such as IT, Customer Service, Metering Services, Training and System Administration.

2.2.2 Collector/Routers

2.2.2.1 Design and Procure

2.2.2.1.1 Customer will provide reasonable consultation and assistance to Landis+Gyr's designers as required.

2.2.2.1.2 Customer will approve Landis+Gyr's designs prior to Customer's installation. Review and approval schedules will be identified in the project schedule.

2.2.2.1.3 Landis+Gyr in conjunction with Customer will perform network installation planning.

2.2.2.1.4 Customer will supply an experienced design specialist who will, on an installation-by-installation basis:

(a) Assist Landis+Gyr with design by participating in pre-design site meetings and providing advice;

(b) Review Landis+Gyr's designs and provide comments prior to installation;

(c) Arrange any survey and staking required for pole placement; and

(d) Obtain all necessary permits and approvals prior to installation.

(e) Customer will supply and keep current material item catalogue showing approved manufacturer and part numbers for third party-equipment.

2.2.2.2 Installation

2.2.2.2.1 Customer will provide necessary resources to energize and commission the routers and collectors for placement into permanent service.

2.2.2.2.2 Customer will provide installation-ready poles or towers for mounting of RF collectors including power, grounding and WAN communication. Customer agrees to install facilities at its cost for the purposes of router and collector attachment to enable the routers and collectors to perform optimally and in accordance with the design.

2.2.2.2.3 Customer will arrange for power interruptions if required for installation.

2.2.2.2.4 Customer will install all collectors and routers and third party-ancillary equipment as per the design.

2.2.2.2.5 Customer will connect to applicable communication equipment to accommodate available utility fiber or communication network.

2.2.3 Customer is responsible for Endpoint installation.

2.2.4 Systems and Interfaces (to the extent applicable)

2.2.4.1 Customer will provide necessary interfaces for Integration with Command Center which will be needed to support the System.

2.2.4.2 Customer will appoint a system administrator to become familiar with System operation.

2.2.4.3 Landis+Gyr requires remote access to all aspects of the System to support deployment. This remote access may IP connections to all Collectors, and any System encryption keys to access devices in the field such as Routers and Endpoints for all devices not hosted by Landis+Gyr. Customer shall supply an encrypted VPN solution to allow Landis+Gyr to access these parts of the System as needed. Landis+Gyr will require individual logons to the Customer VPN solution as well as Command Center and any other network resources needed to support the deployment. VPN access "to the field" is recommended over shared access via remote desktop or other terminal service.

Customer agrees to provide System encryption keys to accepted members of Landis+Gyr's staff in order to support deployment and troubleshooting. Landis+Gyr will supply, at Customer request, Landis+Gyr's I.T. Policies for encrypting and securing Landis+Gyr personal computer equipment against leakage of the Customer system encryption keys. Landis+Gyr staff will furnish all standard equipment (i.e., laptop, IWR Radio, software, etc.) to support its troubleshooting efforts on behalf of Customer. Customer may choose to audit each Landis+Gyr-supplied piece of equipment to fulfill Customer security policy once per visit.

Software as a Service Agreement

This Software as a Service (SaaS) Agreement (referred to hereinafter as "**Agreement**" or "**SaaS Agreement**"), dated as of last signature date below ("**Effective Date**"), is by and between **Pittsburg Power Company,** a joint powers authority, doing business as Island Energy ("**Customer**") with offices located at 65 Civic Avenue, Pittsburg, CA 94565, and **LANDIS+GYR TECHNOLOGY, INC**. with offices located at 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022 ("**Service Provider**").

WHEREAS, Customer requires third-party hosted "software as a service" (the "**SaaS Services**," as further described herein) with respect to certain of Customer's information technology needs and related smart grid program;

WHEREAS, Service Provider has agreed to provide the SaaS Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section.

"**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify a person's identity and authorization to access and use the SaaS Services.

"**Affiliate**" means any entity (including any person, without limitation, any corporation, company, partnership, limited liability company or group) that directly through one or more intermediaries, controls, is controlled by or is under common control with Service Provider or Customer for so long as such control exists. For purposes of this definition, "control" means having more than fifty percent (50%) of the shares or other equity interest with voting rights in the legal entity or organization at issue.

"**Authorized Users**" means any Customer employee, contractor or agent, or any other person authorized by Customer to access and use the SaaS Services through Customer's account under this Agreement.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to be closed for business.

"**Customer Data**" means any and all information, data, materials, works, or other content, relating to Customer's end customers' information relating to electricity, water or natural gas consumption, load profile, billing history, or credit history that is or has been obtained or compiled by Customer in connection with supplying electric services, water services or gas services to that customer or group of customers (regardless of the media in which it is contained) that may be disclosed at any time to Service Provider by Customer or Customer's employees, agents, consultants, contractors, or suppliers in anticipation of, in connection with, or incidental to Service Provider's performance of the SaaS Services for or on behalf of Customer .

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

"**Documentation**" means any manuals, instructions or other documents or materials that Service Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the SaaS Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"**Disabling Code**" means any software, virus, Trojan horse, time bomb or other code that is harmful, disabling or which enables unauthorized access to the Service Provider Systems or Customer Systems, or theft or damage to Customer Data, or otherwise impairs the operation of the Service Provider Systems, any Customer Systems, or any Third Party system utilized by Service Provider in the Servicer Provider Systems.

"**Endpoints**" means each of the following types of physical devices installed for use in the delivery of any commodity:

i. a meter measuring the quantity of a commodity delivered, at a utility customer premise or at any other point within the distribution system, with respect to which the Software stores, processes, or makes accessible data specifically identified to that premise or distribution point for use in one or more of the utility operations the Software performs or supports; and

ii. an unmetered supply point with respect to which the Software performs calculations of quantities of a commodity delivered in lieu of metering.

For avoidance of doubt, Endpoints do not include: aggregations of data from multiple Endpoints; interfaces between the Software and other systems or applications; sub-meters or devices installed at a utility customer premises beyond the meter; or devices only used to read, retrieve, or transmit data from Endpoints.

"Intellectual Property Rights" means any and all intellectual property rights whether registered or unregistered, and all applications for and renewals or extensions of such rights, including rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) works of authorship, designs, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all similar or equivalent rights or forms of protection.

"**Interfaces**" means the Service Provider's file transfer communications interfaces and data feeds mechanisms between the Service Provider Systems and the Customer's Systems which are developed, operated, owned and maintained by Service Provider pursuant to this Agreement including, as applicable, any configuration and customization required to meet the requirements of this Agreement, but excluding ownership of any customization that constitutes a component or derivative of Customer's Systems.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, common law, judgment, decree or other requirement or rule of any federal, state, local or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"**Permitted Uses**" means any use of the SaaS Services by Customer or any Authorized User for the benefit of Customer in or for Customer's internal business operations.

"**Person**" means an individual and any entity, including, but not limited to, any corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust or association.

"**Process**" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**Service Provider Materials**" means all devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Service Software, Documentation, computer hardware, programs, reports and specifications, client software and deliverables provided or made available to Customer in connection with Service Provider's performance of the SaaS Services, in each case developed or acquired by the Service Provider independently of this Agreement.

"**Service Provider Personnel**" means all employees and agents of Service Provider, all subcontractors and all employees and agents of any subcontractor, involved in the performance of Services.

"**Supported Release**" means versions of Service Software currently supported by Service Provider. Service Provider will support at a minimum the current generally available release in addition to the previous release of Service Software.

"**Representatives**" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Service Provider, Service Provider's subcontractors, and, with respect to Customer, solely those of Customer's independent contractors or service providers that are Authorized Users.

"**Service Software**" means the Service Provider software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Service Provider provides remote access to and use of as part of the SaaS Services made available to Customer.

"**Territory**" means the Customer's service territory.

"**Third Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Service Provider.

"**Upgrade**" means updating the Service Software to the most current generally available version.

2. Services.

2.1. Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, Service Provider agrees to provide to Customer and its Authorized Users access to certain of Service Provider's hosted software and hardware products and provide the following services: infrastructure and infrastructure monitoring, technical support, backup and recovery, data center access training, and Service Software upgrades for Customer's productive use of such services. Throughout the Term and at all times in connection with

Service Provider's actual or required performance under this Agreement, Service Provider will, in accordance with all terms and conditions set forth in this Agreement and each applicable Service Order, provide to Customer and its Authorized Users the following services ("**Services**"):

(a) the hosting, management and operation of the Service Software for availability and other services for remote electronic access and use by the Customer and its Authorized Users ("**SaaS Services**") as described in one or more written, sequentially numbered service orders specifically referencing this Agreement, which, upon execution of such service orders will be attached as part of Schedule B and by this reference are incorporated in and made a part of this Agreement (each, a "**Service Order**");

(b) service maintenance and the Support Services as set forth in the applicable Service Order and the Service Level Agreement described in Schedule A; and

(c) such other services as may be specified in the applicable Service Order.

except for Scheduled Downtime in accordance with the Service Level Agreement in Schedule A; service downtime or degradation caused by a Force Majeure Event or any other circumstances beyond Service Provider's reasonable control, including Customer's or any Authorized User's use of Third Party Materials, misuse of the SaaS Services, or use of the Services other than in compliance with the express terms of this Agreement and the Documentation. For avoidance of doubt, the SaaS Services do not include managed services and Customer agrees that it shall operate Service Software and monitor its operation of Service Software.

2.2. Documentation. The Documentation for the Service Software will accurately and completely describe the functions and features of the Service Software, including all subsequent revisions thereto. The Documentation will be understandable by a typical end user and will provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the SaaS Services. Company will have the right to make any number of additional copies of the Documentation for internal business purposes at no additional charge.

2.3. Service Orders. Service Orders will be effective only when signed by Customer and Service Provider. Any modifications or changes to the SaaS Services under any executed Service Order will be effective only if and when memorialized in a mutually agreed written change order ("**Change Order**") signed by both Parties. Where a Change Order may result in an adjustment to fees, Service Provider will provide a written estimate of such adjustment to Customer within ten (10) calendar days of Service Provider's receipt of a Change Order. Upon approval of the written estimate to complete the Change Order, the parties will each ratify the Change Order indicating any adjustments to the fees, or delivery schedule.

2.4. Professional Services. During the Term of this Agreement, Service Provider may also perform certain implementation, consulting, training and/or support services ("**Professional Services**") as specified in mutually agreed upon written Statement of Work ("**SOW**"). Each SOW will contain a reference identifying it as a SOW under this Agreement and will contain the following information, as applicable:

(a) a description of scope of the Professional Services;

(b) any other items to be delivered ("**Deliverable**");

(c) the fees;

(d) an estimated schedule;

(e) assumptions on which the performance of the Professional Services or delivery of the Deliverables is conditioned; and

(f) itemization, if any, of Reimbursable Expenses as identified pursuant to Section 6.3.

Any provision of a SOW that deems any Deliverable developed by Service Provider to be a "work for hire" or the property of Customer will be contingent upon payment to Service Provider of all amounts properly invoiced to Customer pursuant to the applicable SOW.

2.5. No Software Delivery Obligation. Service Provider has no software delivery obligation and will not ship copies of any of the Service Software used to provide the SaaS Services to Customer as a part of the SaaS Services. Upon the end of the Service Order, Customer's right to access or use the Service Software specified in the Service Order and the SaaS Services will terminate.

2.6. Use of Subcontractors. Service Provider may from time to time in Service Provider's discretion engage third parties to perform Services (each, a "**Subcontractor**").

2.7. Designation of Responsible Contacts. Customer will provide Service Provider with current appropriate contact information such that Service Provider may communicate maintenance notifications, outages, support items and other communications under this Agreement to Customer on an ongoing basis.

3. Customer Obligations

3.1. Customer Systems and Cooperation. Customer, at all times during the Term to the extent applicable for the specific Service Order, will: (a) set up, maintain and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the Services are accessed or used; (b) provide Service Provider with such access to Customer Systems as is necessary for Service Provider to perform the Services in accordance with the Availability Requirement as provided in the Service Level Agreement; and (c) provide all cooperation and assistance as Service Provider may reasonably request to enable Service Provider to exercise Service Provider's rights and perform Service Provider's obligations under and in connection with this Agreement.

3.2. Effect of Delay. Neither party is responsible or liable for the portion of any delay or failure of performance caused in whole or in part by the other party's delay in performing, or failure to perform, any of Customer's obligations under this Agreement.

3.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3.4, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within respective control of Customer and its Authorized Users that are necessary to stop the activity or threatened activity and to mitigate the effects of such activity (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Service

Provider Materials and permanently erasing from Authorized Users' systems and destroying any data to which any of the Authorized Users have gained unauthorized access); and (b) notify Service Provider of any such actual or threatened activity.

3.4. Suspension or Termination of Services. Service Provider may, directly or indirectly, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other third party's access to or use of all or any part of the Services or Service Provider Materials, without incurring any resulting obligation or liability, if: (a) Service Provider receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Service Provider to do so; or (b) Service Provider believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with, any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Documentation; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is lawfully terminated pursuant to its terms. This **Section 3.4** does not limit any of either party's other rights or remedies, whether at law, in equity or under this Agreement.

4. Authorization and Restrictions.

4.1. Authorization. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Service Provider hereby authorizes Customer, to access and use, solely in the Territory during the Term, the Services and such Service Provider Materials as Service Provider may supply or make available to Customer for the Permitted Uses by and through Authorized Users in accordance with the Documentation and the conditions and limitation set forth in this Agreement or any Service Order. In addition, Customer is authorized to:

(a) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the SaaS Services;

(b) prepare, reproduce, print, download and a reasonable number of copies of Documentation as may be necessary or useful for any Permitted Uses of the SaaS Services under this Agreement;

(c) access and use the SaaS Services for production uses and applications as may be necessary or useful for the effective use of the SaaS Services for the Permitted Uses hereunder; and

(d) perform, display, execute, and reproduce and distribute and otherwise make available to Authorized Users, any Service Provider Materials solely to the extent necessary to access or use the SaaS Services in accordance with the terms and conditions of this Agreement.

4.2. Authorization Limitations and Restrictions. Customer will not and will not knowingly permit any other Person to access or use the Services or Service Provider Materials except as expressly permitted by this Agreement and/or any Service Order and, in the

case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement or any Service Order expressly permits:

(a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Services or Service Provider Materials available to any third party that is not an Authorized User;

(b) copy, modify or create derivative works or improvements of the Services or Service Provider Materials;

(c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Service Provider Materials, in whole or in part;

(d) bypass or breach any security device or protection used by the Services or Service Provider Materials or access or use the Services or Service Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(e) use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.

(f) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Service Provider Materials, including any copy thereof;

(g) access or use the Services or Service Provider Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;

(h) access or use the Services or Service Provider Materials for purposes of competitive analysis of the Services or Service Provider Materials, the development, provision or use of a competing software service or product or any other purpose that is to the Service Provider's detriment or commercial disadvantage; or

(i) otherwise access or use the Services or Service Provider Materials beyond the scope of the authorization provided in this Agreement or in any applicable Service Order.

4.3. Excess Use. If Customer's use of the SaaS Services exceeds the volume of use authorized in the applicable Service Order (including as to the number of Endpoints), Customer will pay Service Provider the Fees attributable to the excess use in accordance with the applicable Service Order.

4.4. Non-Interference with Service Provider’s Customers. Customer agrees that its use of the SaaS Services shall not restrict, inhibit, interfere with, or degrade other Service Provider customer’s use of the SaaS Services (such as running custom queries against the database). If Customer’s use of the SaaS Services violates such restrictions as determined

by Service Provider, Service Provider may suspend or limit the SaaS Services of Customer that is causing the degradation of the services without penalty. In addition, Service Provider shall have the right to implement controls necessary to stop or limit future occurrences of a similar nature.

5. Term and Termination

5.1. Term. This Agreement will begin on the Effective Date and will remain in full force and effect until four (4) years thereafter (**"Initial Term**") unless terminated by either party for cause, as described in Section 5.4, "**Termination for Cause**," in which case this Agreement and all Service Orders/SOWs will also be terminated. Except in the case of termination for breach by Service Provider, within thirty (30) days of the date of termination, Customer must pay all amounts remaining unpaid for SaaS Services provided prior to the effective date of termination, plus related taxes and expenses.

5.2. Term of Service Orders/SOWs. Each Service Order/SOW will remain in effect until the earlier to occur of: a) termination of such Service Order/SOW by either party for cause as described in Section 5.4 below; b) termination of such Service Order/SOW upon mutual written consent of the Parties; or c) expiration of the Service Order Term or completion of all Services and the delivery of all Deliverables required under the Service Order/SOW.

5.3. Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless a party provides the other party with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current Term.

5.4. Termination for Cause. A party may terminate a Service Order/SOW and this Agreement if:

(a) the other party is in default of a material obligation under the applicable Service Order/SOW or this Agreement, and such default has not been cured within thirty (30) calendar days after receipt of written notice (specifying the default) from the non-defaulting party. If the default specified in such notice is cured within the thirty (30) day period, the Service Order/SOW and Agreement will remain in effect; or

(b) the non-terminating party enters into liquidation (apart from a solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a receiver, administrator or administrative receiver appointed over all or part of its assets or enters into an arrangement with its creditors or takes or suffers any similar action.

5.5. Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party hereunder will so survive the completion of the performance, cancellation or termination of this Agreement, including without limitation, Confidentiality, Infringement and Limited Warranties.

6. Fees and Expenses.

6.1. Fees. Customer agrees to pay for all services ordered as set forth in the applicable Service Order or SOW (the "**Fees**"). All Fees are due thirty (30) days from the date of invoice. Any Fees not paid within thirty (30) days after the date on which Customer receive an invoice (the "**Due Date**") will accrue interest on the overdue balance from the Due Date at the rate of one and one-half percent (1.5%) per month, or the maximum lawful rate allowable under applicable law, whichever is lower.

6.2. Fees During Renewal Terms. Service Provider's Fees are fixed during the Initial Term. Service Provider fees for Renewal Terms shall escalate annually as of each anniversary of the Effective Date of the Service Order by the amount of the increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the twelve (12) month period ending in the month for which the most recent index results are available as of that anniversary of the Effective Date.

6.3. Reimbursable Expenses. If a Service Order and/or SOW permits reimbursement of expenses by Customer ("**Reimbursable Expenses**"), Service Provider will be reimbursed for those reasonable expenses, at cost. In addition, if there are any system communication fees that are incurred by Service Provider (i.e. long distance charges), Service Provider will invoice Customer monthly for the communications fees, which Customer agrees to pay.

6.4. Taxes. Customer is exclusively responsible for the collection and remittance of all sales and use, value added, duties, tariffs or other similar charges or taxes on the SaaS Services, other than taxes based upon Service Provider's income. All amounts set forth in an applicable Service Order/SOW are exclusive of taxes and taxes are not included in the Fees. Applicable taxes payable by Customer will be separately itemized of invoices sent to Customer.

6.5. Invoices. Service Provider will invoice Customer for all Service Orders at the start of Initial Term and at least thirty (30) days prior to the start of any Renewal Term. Fees for time and materials SOW's and Reimbursable Expenses shall be issued monthly in arrears based on expenses incurred in the previous month. Fees for fixed bid SOW's shall be invoiced upon completion of the milestone as set forth in the applicable SOW. All Invoices shall be issued in electronic format, via such delivery means and to such address as are specified by Customer in writing from time to time. If more than one Service Order and/or SOW is in effect, Service Provider may provide an aggregate invoice for all amounts invoiced, together with separate invoices for each Service Order or SOW. Each separate invoice will: (a) clearly identify the Service Order or SOW to which it relates; (b) list each Fee item and Reimbursable Expense separately; (c) include sufficient detail for each line item to enable Customer to verify the calculation thereof; (d) for Fees determined on a time and materials basis, report details of time taken to perform Services on a per-individual basis; (e) be accompanied by all supporting documentation required hereunder for Reimbursable Expenses; and (f) include such other information as may be required by Customer as set forth in the applicable Service Order or SOW. If Customer validly disputes any invoiced amount it shall pay the undisputed amounts and provide written notice of the basis of that dispute to Service Provider within thirty (30) days following delivery of that invoice. The parties will work diligently, promptly and in good faith to resolve any such disputes.

7. Ownership and Restrictions.

7.1. Ownership of Customer Data. As between Customer and Service Provider and its Subcontractors, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in Section 7.2.

7.2. Limited License to Use Customer Data. During the Term of this Agreement and subject to the terms and conditions of this Agreement, Customer hereby grants Service Provider a limited, royalty-free, fully-paid up, non-exclusive, non-transferable and non-sublicensable license to Process the Customer Data in the United States as instructed by Customer or an Authorized User and solely as necessary to provide the SaaS Services for Customer's benefit as provided in this Agreement.

7.3. Reservation of Rights. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Service Provider Materials and Documentation or Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, the Service Provider Materials and the Third Party Materials are and will remain with Service Provider and the respective rights holders in any such materials.

8. Confidentiality.

8.1. Confidential Information. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") non-public, proprietary, confidential information about its business affairs, products, services, confidential intellectual property, trade secrets, third party confidential information, source code and other sensitive or proprietary information in oral, written, electronic or other intangible form marked or indicated as "**Confidential**" or "Proprietary" at the time of disclosure (collectively, "**Confidential Information**") subject to the California Public Records Act ("**CPRA**"). Confidential Information, however, shall not include: (a) Information which is already generally available to the public; (b) Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of the Receiving Party in breach of this Agreement; (c) Information known to the Receiving Party or its Representatives on a non-confidential basis prior to receipt by the disclosing party; (d) Information that is independently developed without access to the Disclosing Party's Confidential Information; and (e) Information disclosed under legal compulsion; provided, however, that prior to a disclosure pursuant to an order or applicable law, the Receiving Party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure in accordance with the CPRA and reasonably cooperates with the other party in its attempts to limit or prevent such disclosure. The Receiving Party shall use the Confidential Information solely for the performance of this Agreement and shall not disclose or permit access to Confidential Information other than to its Affiliates and its or their employees, officers, directors, attorneys, accountants and financial advisors (including insurers) (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the performance of this Agreement; (b) know of the existence and terms of this Agreement and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. These non-disclosure obligations shall survive the termination of this Agreement and shall continue for a period of five (5) years thereafter. Information need not be marked "Confidential" to be considered Confidential Information. "Confidential

Information" includes any Confidential Information disclosed prior to the effective date of this Agreement. Customer Confidential Information shall also be deemed to include Customer Data regardless of marking or indication and shall not be subject to the exceptions referenced above. Any subcontractor retained pursuant to Section 2.6 shall adhere to this Section 8 as it regards to Confidential Information that comes into its possession.

8.2. Safeguarding Confidential Information. The Receiving Party shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Receiving Party shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further use or disclosure. The Receiving Party will be responsible for any breach of this Agreement caused by its Representatives. Landis+Gyr understands and accepts that Customer is subject to freedom of information and open records acts and to open meetings acts and other applicable laws.

8.3. No Rights in Confidential Information. Customer and Service Provider hereby acknowledge and agree that all Confidential Information of the other party shall remain the sole and exclusive property of such other party and that the receiving party shall have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.

8.4. Termination. Upon termination for any reason, or at any other time that Customer or Service Provider demands, the other party shall promptly deliver and/or certify destruction of Confidential Information, as appropriate, to the requesting party all Confidential Information (copies and originals) of the requesting party as may be in the other party's possession or under its control.

8.5. Customer Data Exception. Notwithstanding the provisions of **Section 8** or any other provisions of this Agreement, none of the exclusions set forth in **Section 8** apply to any Customer Data.

8.6. Data Privacy and Security

(a) Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider will use commercially reasonable efforts to establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing.

(b) Unauthorized Access. Service Provider will use commercially reasonable efforts to prohibit access to Customer Systems, in whole or in part, whether through Service Provider's Systems or otherwise.

(c) Service Provider Systems. Service Provider will be responsible for the security, management and maintenance of information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Service Provider to access the Customer Systems or otherwise in connection with the SaaS Services ("**Service Provider Systems**").

9. Indemnification.

9.1. Service Provider's Indemnification Obligations. Service Provider will indemnify and defend Customer and its Affiliates and their respective officers, directors, employees, shareholders and members from and against any losses, claims, penalties, fines, judgments, damages, liabilities or expenses, including reasonable attorneys' fee ("**Losses"**), or threatened Losses arising out of third party claims relating to, incurred in connection with, or based upon any claim, threatened claim, suit, action or proceeding ("**Claim**") made against Customer:

(a) that that the Services infringe any Intellectual Property Rights of a third party enforceable in the U.S. ("**Infringement Claim**"); or

(b) any claim for bodily injury or death of any individual, or the loss, damage or destruction of any real or personal property, resulting from the willful, negligent, reckless, fraudulent or intentional acts or omissions of Service Provider or its Subcontractor.

9.2. Indemnification Limitations. Service Provider will have no liability or obligation for any Losses to the extent that such Loss arises out of or results from any:

(a) alteration or modification of the SaaS Services by or on behalf of Customer or any Authorized User without Service Provider's authorization (each, a "**Customer Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such Customer Modification and provided further that any alteration or modification made by or for Service Provider at Customer's request will not be excluded from Service Provider's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to Customer's written specifications and (ii) the SaaS Services, as altered or modified in accordance with the Customer's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Service Provider;

(b) Customer's access to or use of the SaaS Services that is expressly prohibited by this Agreement or otherwise outside the scope of access or manner or purpose of use described or contemplated anywhere in this Agreement, the Documentation or the applicable Service Order; or

(c) breach of this Agreement by Customer or noncompliance herewith by any Authorized User.

9.3. Customer's Indemnification Obligations. Customer will indemnify and defend Service Provider, its Subcontractors, Affiliates and such person's respective officers, directors, employees, shareholder and members from and against Losses arising out of a Claim made against Service Provider relating to, incurred in connection with, or based upon:

(a) Customer's use of the SaaS Services in breach of this Agreement; or

(b) any Infringement Claim asserted by any third party based upon Customer materials provided to Service Provider; or

(c) any claim for bodily injury or death of any individual, or the loss, damage or destruction of any real or personal property, resulting from the willful, negligent, reckless, fraudulent or intentional acts or omissions of Customer.

9.4. Indemnification Procedures. The party seeking indemnification (the "**Indemnified Party**") will promptly notify the other party ("**Indemnifying Party**") in writing of any Claims for which it seeks indemnification pursuant to this Section 9 and reasonably cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party will immediately take control of the defense and investigation of such Claim and will employ counsel reasonably acceptable to the other party to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party will not settle any Claim on any terms or in any manner that adversely affects the rights of the other party or any Indemnitee without the other party's prior written consent, which will not be unreasonably withheld or delayed. The other party and any Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. A party's failure to perform any obligations under this Section 9.4 will not relieve the Indemnifying Party of its obligations herein except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure.

9.5. Option. In addition to the foregoing indemnification obligations, if all or any part of the SaaS Services is subject to an Infringement Claim, Service Provider may, at its discretion and expense, take the following actions:

(a) Procure for Customer the right to continue using the SaaS Services; or

(b) Modify or replace the allegedly infringing aspect of the SaaS Services to make it non-infringing, provided, however, that such modification or replacement will not degrade the operation or performance of the SaaS Services.

(c) If neither of the remedies set forth in this **Section 9.5** is reasonably available with respect to the Infringement Claim features then Service Provider may direct Customer to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Service Provider will refund to Customer any prepaid Fees for SaaS Services that have not been provided.

(d) Excluding the indemnity obligation owed by Service Provider to Customer, the remedies set forth in this Section **9.5** are Customer's exclusive remedies with respect to any Infringement Claim.

10. Limitations of Liability.

10.1. EXCLUSION OF INDIRECT DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR THE FOLLOWING TYPES OF LOSS: LOSS OF PROFITS OR REVENUE; LOSS OF BUSINESS OR GOODWILL, OR BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, A SERVICE ORDER/SOW OR THE PERFORMANCE OR BREACH THEREOF, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBLITIES OF SUCH CLAIM.

10.2. CAP ON DIRECT DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING UNDER OR IN RELATION TO THIS AGREEMENT, A SERVICE ORDER/SOW (OTHER THAN CUSTOMER'S OBLIGATION TO PAY FEES) WILL BE LIMITED TO THE LESSER OF ACTUAL DIRECT DAMAGES OR THE ACTUAL FEES PAID BY CUSTOMER TO SERVICE PROVIDER UNDER THE AFFECTED SERVICER ORDER/SOW DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY INCIDENT UNDER WHICH OR IN RELATION TO WHICH THE LIABILITIY ARISES.

10.3. EXCEPTIONS. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN SECTIONS 10.1 AND 10.2 WILL NOT APPLY TO LOSSES ARISING OUT OF OR RELATING TO (A) A PARTY'S GROSS NEGLIGENCE OR MORE CULPABLE CONDUCT, INCLUDING ANY WILLFUL MISCONDUCT OR INTENTIONAL WRONGFUL ACTS (B) A PARTY'S INDEMNIFICATION OBLIGATIONS, (C) BREACH OF CONFIDENTIALITY OBLIGATIONS, (D) PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY EITHER PARTY'S NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OR (E) UNDER OR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

11. Representations and Limited Warranties.

11.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has, and throughout the Term and any Renewal Terms during which it does or is required to perform the SaaS Services will retain, the full right, power and authority to enter into this Agreement and perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate/ action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with the Agreement terms, except as the enforceability thereof may

be limited by bankruptcy and similar Laws affecting creditors' rights generally and by general equitable principles.

11.2. Additional Service Provider Warranties. Service Provider represents, warrants and covenants to Customer that:

(a) it is in the business of providing the SaaS Services;

(b) it is the lawful licensee or owner of the SaaS Services (excluding any Customer Data therein) and has all the necessary rights in the SaaS Services to grant the use of the SaaS Services to Customer;

(c) the Service Software and Services will in all material respects conform to and perform in accordance with the Documentation and all requirements of this Agreement;

(d) it will use its best efforts to ensure that no Disabling Code is introduced into Customer's computing and network environment by the SaaS Services; and

(e) it will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Service Provider's obligations under this Agreement.

11.3. Additional Customer Warranty. Customer represents, warrants and covenants to Service Provider that:

(a) Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Service Provider and Processed in accordance with this Agreement, Customer does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

(b) prior to Customer's delivery to Service Provider of any Customer Data that is outside of the Service Providers Systems, Customer shall use current industry state-of-the-art anti-virus measures to detect, prevent and remove Disabling Code, and to prevent the spread of Disabling Code between the Parties when accessing and/or exchanging data or software through the Interfaces or any other network connectivity.

11.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1, SECTION 11.2 AND SECTION 11.3, ALL SERVICES AND SERVICE PROVIDER MATERIALS ARE PROVIDED "AS IS" AND SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN

CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Insurance.

Service Provider will, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly qualified in those states (locations) where the SaaS Services are to be performed, covering the operations of Service Provider, pursuant to this Agreement: commercial general liability ($1,000,000 per occurrence, $2,000,000 aggregate); excess liability ($2,000,000 per occurrence, $2,000,000 aggregate); workers' compensation (statutory limits) and employers' liability ($500,000 per accident); and, professional liability ($1,000,000 per occurrence, $1,000,000 aggregate). Where applicable, such limits of insurance may be satisfied by a combination of primary and umbrella/excess liability coverage. At Customer's request, Customer will be included, via blanket endorsement, as an additional insured in such policy, excluding workers' compensation and professional liability. The commercial general liability policy will also contain standard cross liability clauses which do not exclude coverage for claims between insureds. Service Provider will cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. At Customer's Request, Service Provider will provide Customer with certificates of insurance evidencing all of the above coverage and will provide Customer with certificates of insurance evidencing renewal or substitution of such insurance within a reasonable amount of time following the effective date of such renewal or substitution.

13. Force Majeure.

13.1. Force Majeure Events. Neither party will be liable in damages or have the right to terminate this Agreement for any reasonable delay or default in performing under this Agreement if such delay or default is caused by conditions beyond the party's reasonable control, including without limitation acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations or failures or fluctuations in electrical power, heat, lights, air conditioning or telecommunications equipment (each of the foregoing, a "**Force Majeure Event**"), provided that the non-performing party is without fault in causing such condition. Subject to the party so delaying promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying party's obligations, to the extent affected by the delay, will be temporarily suspended during the reasonable period of time that the cause persists, provided that if performance is not resumed within thirty (30) days after that notice, the non-delaying party may by notice in writing immediately terminate this Agreement.

14. General Provisions.

14.1. Compliance with Laws/Export. The Parties will comply with all applicable Laws, regulations and codes, including procurement of permits and licenses, when needed, of their respective states, territories, and/or countries in the performance of this Agreement, provided such is not in violation of the U.S. Government's Export and Anti-boycott Rules and Regulations. The SaaS Services and Deliverables and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations and other applicable laws. Customer will (a) comply

strictly with all legal requirements established under these controls; (b) cooperate fully with Service Provider in any audit or inspection that relates to these controls; and (c) not export, re-export, divert or transfer, directly or indirectly, any such item to any country or person who or which is embargoed by Executive Order or any applicable law, including any rules, regulations or policies promulgated thereunder.

14.2. Further Assurances. Each party will, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

14.3. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

14.4. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Service Provider:

Landis+Gyr Technology, Inc.
3000 Mill Creek Avenue, Suite 100
Alpharetta, GA 30022
Attn: Legal Department
Facsimile: 678.258.1686

If to Customer:

Island Energy
440 Walnut Avenue
Vallejo, CA 94592
Attn: Peter Guadagni
Facsimile: 707-562-5002

Notices sent in accordance with this **Section 14.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

14.5. Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; [and] (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; and all personal pronouns, whether used in the feminine, masculine, or neuter gender, include all other genders and the singular will include the plural and vice versa. Unless the context otherwise requires, references herein: (x) to Sections, Schedules and Exhibits refer to the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument or other document

(including this Agreement) means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof, and together with all schedules and exhibits thereto; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Schedules and Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if such Schedules and Exhibits were set forth verbatim herein.

14.6. Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

14.7. Entire Agreement. This Agreement, including all Service Orders and other Schedules and Exhibits and any other documents, agreements or instruments incorporated by reference herein, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, and all subsequent oral understandings and agreements with respect to such subject matter. In the event of any conflict between the terms of this Agreement and those of any Schedule, Exhibit or other document, the following order of precedence will govern: (a) first, this Agreement, excluding its Exhibits and Schedules; (b) second, the Exhibits and Schedules to this Agreement as of the Effective Date; and (c) third, any other documents, instruments or agreements incorporated herein by reference. This Agreement and all Service Orders take precedence over any purchase order issued by Customer, which may be accepted by Service Provider for administrative convenience only.

14.8. Assignment. Neither party will assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without the other party's prior written consent, which consent will not unreasonably be withheld or delayed. Any purported assignment, delegation or transfer in violation of this Section 14.8 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

14.9. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable according to Law, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render

unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.12. Governing Law; Submission to Jurisdiction.

(a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of California, without regard to California's conflict of laws principles. The Uniform Computer Information Transactions Act does not have any application to this Agreement.

(b) Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in Solano County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

14.13. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

14.14. Equitable Relief. The Parties will be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek equitable relief in a court of competent jurisdiction.

14.15. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees and out-of-pocket and court costs from the non-prevailing party.

14.16. Limitations on Actions. No actions, regardless of form, arising from the transactions under this Agreement, may be brought by either party more than two (2) years after the cause of action has accrued.

14.17. Schedules and Exhibits. All Exhibits that are referenced herein and attached hereto, or are signed by both parties on or after the Effective Date, are hereby incorporated by reference. The following Schedules and Exhibits are attached hereto and incorporated herein:

Schedule A Service Level Agreement

Schedule B Service Order; Pricing

14.18. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

Landis+Gyr Technology, Inc.	**Pitts[illegible]**
By: _____	By: By: _____
Name: _____	Name: Name: _____
Title: _____	Title: Title: _____
Date: _____	Date: Date: _____

SCHEDULE A

SERVICE LEVEL AGREEMENT

Service Provider shall provide Customer with Service Levels on the terms and conditions set forth in this Schedule and the Software as a Service (SaaS) Agreement dated as of the Effective Date, by and between Island Energy and Landis+Gyr Technology, Inc. (the "**SaaS Agreement**"). All capitalized terms that are not defined in this Schedule shall have the respective meanings given to such terms in the SaaS Agreement.

1. Definitions. For purposes of this Schedule the following terms have the meanings set forth below.

   "Error" means any reproducible failure of the Service Software to operate in all material respects in accordance with the Documentation and, to the extent consistent with and not limiting of the Documentation, including any problem, failure or error referred to in the Service Level Table.

   "Service Levels" means the defined Error severity levels and corresponding required service level responses and response times referred to in the Service Level Table.

   "Service Level Table" means the table set out in Section 2.4.

   "Support Period" means the Service Order Term as set forth in the applicable Service Order.

2. Availability Requirement. Subject to the terms and conditions of the SaaS Agreement and this Schedule, Service Provider will use commercially reasonable efforts to make the SaaS Services Available, as measured over the course of each calendar month during the Support Period and any additional periods during which Service Provider does or is required to perform any SaaS Services (each such calendar month, a "**Service Period**"), at least 99.5% of the time, excluding only the time the SaaS Services are not Available solely as a result of one or more Exceptions ("**Availability Requirement**"). "**Available**" means the SaaS Services are available and operable for normal access and use by Customer and its Authorized Users over the Internet in material conformity with the Documentation.

   2.1. Exceptions. No period of SaaS Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"):

      a. Customer's misuse of the SaaS Services;

      b. failures of Customer's or its Authorized Users' Internet connectivity;

      c. internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Service Provider or its Subcontractor; or

      d. Customer's or any of its Authorized Users' failure to meet any minimum hardware or software requirements set forth in the Documentation.

      e. Force Majeure Event

f. Failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Service Provider pursuant to the SaaS Agreement or this Schedule.

g. Scheduled Downtime; or

h. disabling, suspension or termination of the Services pursuant to Section 3.4 of the SaaS Agreement.

3. Support Services. Service Provider will provide SaaS Service maintenance and support services (collectively, "**Support Services**") during the support hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the SaaS Agreement, including the Service Levels and other Service Provider obligations set forth herein. The Support Services are included in the SaaS Services, and Service Provider will not assess any additional fees, costs or charges for such Support Services.

3.1. Support Service Responsibilities. Service Provider will:

(a) respond to Support Requests in accordance with the Service Levels;

(b) provide responsive telephone or email support as set forth in Section 3.6.

(c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Service Provider makes such resources available to its other customers.

3.2. Service Monitoring and Management. Service Provider will continuously monitor and manage the SaaS Services to optimize Availability (defined herein) that meets or exceeds the Availability Requirement. Such monitoring and management will include:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all SaaS Services, infrastructure and other components of SaaS Service security;

(b) if such monitoring identifies, or Service Provider otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the SaaS Service, taking all necessary and reasonable remedial measures to eliminate such threat and ensure Availability;

(c) if Service Provider receives knowledge that the SaaS Service or any SaaS Service function or component is not Available (including by notice from Customer pursuant to the procedures set forth herein or in the applicable Service Order):

i. Service Provider will confirm the outage by a direct check of the associated facility or facilities;

ii. if Service Provider's facility check in accordance with clause (i) above confirms a SaaS Service outage in whole or in part: (A) notifying Customer pursuant to the procedures set forth herein or in the applicable Service Order that an outage has occurred, providing such details as may be available, including a Service Provider trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing

and caused by the outage until they are resolved as Critical Service Errors in accordance with the Support Request Classification set forth in the Service Level Table.

iii. Service Provider will continuously maintain the SaaS Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services will include providing to Customer and its Authorized Users:

a. such updates, bug fixes, enhancements, new releases, new versions and other improvements to the SaaS Services, including the Service Software, that Service Provider provides at no additional charge to Service Provider's other similarly situated customers. Specific upgrades are set forth in the applicable Service Order; and

b. all such services and repairs as are required to maintain the SaaS Services or are ancillary, necessary or otherwise related to Customer's or its Authorized Users' access to or use of the SaaS Services, so that the SaaS Services operate properly in accordance with this Agreement and the Documentation.

3.3. Scheduled Downtime. Planned maintenance and updates are not expected to exceed ten (10) hours in a normal month. Service Provider will use commercial reasonable efforts to provide Customer advance notification (via email) of scheduled maintenance that is anticipated to involve system unavailability of two (2) hours or more. Service Provider will use commercially reasonable efforts to notify Customer at least 48 hours (via email) in advance to schedule maintenance and updates ("**Scheduled Downtime"**). Service Provider will use commercially reasonable efforts to perform scheduled maintenance outside the hours of 7:00 AM – 7:00 PM Central Standard Time, Monday – Friday.

3.4. Service Levels.

Response times will be measured from the time Service Provider receives a Support Request until the respective times Service Provider has responded to that Support Request. Service Provider shall respond to all Support Requests within the following times based on Service Provider's designation of the severity of the associated Error, in accordance with the Table below, subject to the parties' written agreement to revise such designation after Service Provider's investigation of the reported Error and consultation with Customer:

Severity Level of incident	Definition	Response Time During Business Hours	Response Time During Non-Business Hours
Critical	Critical Business Impact – Impacts multiple users and halts or severely impacts the division's ability to conduct critical operations. Postponement of any critical interface file that can delay Field Services, Billing and daily critical activities.	1 Hours	2 Hours
High	Significant Business Impact – Impacts individual or small work group. Normal operations may be degraded but can continue.	1 Hours	4 Hours
Medium	Some Business Impact – Impacts individual or small work group. Normal operations may be degraded but can continue, and service response may be delayed until a mutually established future time. Issue is informational in nature, a request, suggestion or report. No immediate remedial action is expected.	1 Business Day	2 Business Days
Low	Non-Business Impact – Maintenance request, data requests, and non-critical process enhancements.	3 Business Days	6 Business Days

3.5. Support Requests and Customer Obligations.

(a) Support Requests. Customer may request Support Services by way of a Support Request. Customer shall classify its requests for Error corrections in accordance with the severity levels classifications and definitions of the Service Level Table set forth in Section 3.4 ("**Support Request**"). Customer shall notify Service Provider of each Support Request by e-mail, telephone or such other means as the parties may agree to in writing. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error.

(b) Customer Obligations. Customer will, by and through its employee or consultants provide the Service Provider with:

i. prompt notice of any Errors; and

ii. each of the following to the extent reasonably necessary to assist Service Provider to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to the relevant Support Request:

a. direct access to the Customer Systems and the Customer's files and personnel;

b. output and other data documents and information, each of which is deemed Customer's Confidential Information as defined in the SaaS Agreement; and

c. such other reasonable cooperation and assistance as Service Provider may request.

3.6. Service Desk Contact Information**.** Service Provider shall provide Customer with access to the Service Desk. Service Provider's current Service Desk business hours are 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding Service Provider observed holidays (available upon request) and weekends ("**Business Hours**"). In addition, emergency access to on-call personnel via Service Provider's Emergency Dispatch Service will be provided by Service Provider from 6:01 PM through 6:59 AM, and 24 hours per day on weekends and holidays. Service Provider shall provide advanced troubleshooting, via telephone or e-mail, as deemed necessary by qualified Service Provider personnel, to resolve Customer issues.

3.7. Submission Method. Customer can contact the Service Desk through:

i. Telephone direct dial-in at 888.390.5733;

ii. Fax to 218.562.5530, or

iii. E-mail at solutionsupport.na@landisgyr.com

All contact information is subject to change and update by delivery of notice and by posting on the Service Provider Website at www.landisgyr.com.

4. Backup and Recovery. Service Provider will conduct or have conducted at minimum, daily backups of Customer Data and perform or cause to be performed other periodic backups (snapshots, differential backups, etc.). At least one backup will be stored online (directly accessible) and one full backup will be stored near-line. Both copies will be less than one week old and may be overwritten as they are replaced with newer backups. Weekly backups are stored for a minimum of one month. Monthly backups are stored off-site for a minimum of one (1) year.

5. Business Continuity and Disaster Recovery Protection. Service Provider has an ongoing Business Continuity ("**BC**") program (that includes Risk Assessment) that covers its primary locations as well as a Disaster Recovery ("**DR**") program for restoring its data center operations. Service Provider uses industry best practices and exercises its DR program, (i.e. failing over its customer services to an alternate datacenter with client verification) for an additional fee.

6. Communications. In addition to the mechanisms for giving notice specified in the SaaS Agreement, unless expressly specified otherwise in this Schedule or the SaaS Agreement, the parties may use e-mail for communications on any matter referred to herein.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule A as of the last signature date below.

Landis+Gyr Technology, Inc.	**Pittsburgh Power Company**
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________

SCHEDULE B

SERVICE ORDER; PRICING

SERVICE ORDER NO. 1

This Service Order No. 1, effective as of the last signature date set forth below (the "**Order No. 1 Effective Date**"), is issued and executed pursuant to the Software as a Service (SaaS) Agreement also dated as of this Order No. 1 Effective Date, by and between

Island Energy (as Customer) and Landis+Gyr Technology, Inc. (as Service Provider) (the "**SaaS Agreement**") and is a part of and incorporated into the SaaS Agreement. All capitalized terms that are not defined in this Schedule shall have the respective meanings given to them in the SaaS Agreement.

SCOPE OF SERVICE. Service Provider shall provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement. Service Provider will provide Services that will enable Customer to access the Service Software.

1. **Service(s) Description**

   The Service Software provided to Customer consists of the following items:

   ☒ Gridstream Command Center RF

   ☐ Gridstream Command Center PLC

   ☐ Gridstream Command Center PLX

   ☐ Gridstream Advanced Security

2. **SaaS Service Term**

   The initial term for this Service Order begins after Service Software installation upon verification of Customer's ability to access and utilize the SaaS Services as provided herein and in the SaaS Agreement and ends thirty-six (36) months thereafter (the **"Initial Service Order Term"**).

   Upon expiration of the Initial Service Order Term, this Schedule B shall automatically renew for successive one (1) year periods (each a "**Renewal Term**" and together with the Initial Service Order Term, the "**Service Order Term**"), unless a party provides the other party with written notice of its intent not to renew this Service Order at least ninety (90) days prior to the expiration of the then current term.

3. **SaaS Service Fee**

3.1 The Fee Schedule is determined by the total number of Endpoints deployed by Customer. The fee for the Initial Service Order Term for the number of Endpoints set forth in Section 2 of this Service Order (the **"Initial Service Fee"**) payable by Customer to Service Provider is a total of $675.00 USD per month based on up to 2,000 deployed Endpoints. Actual fee will be calculated and billed on a monthly basis and include adjusted fees for the total number of Endpoints in the "deployed" status on the last business day of the previous month, as indicated by the Command Center Software.

Quantity of Deployed Endpoints in Command Center	Price
Up to 2,000	$675 flat rate per month
2,001 to 6,000	$750 flat rate per month
6,001 to 8,000	$850 flat rate per month
8,001 to 12,500	$1,000 flat rate per month
12,501 to 30,000	$0.09 per deployed endpoint, per month
30,001 to 59,999	$0.07 per deployed endpoint, per month
60,000+	$0.05 per deployed endpoint, per month

3.2 The fees for the Renewal Terms of SaaS Service are payable by Customer to Service Provider as set forth in the SaaS Agreement.

3.3 Customer is required to add additional Endpoints prior to beneficial use of such additional Endpoints.

4. **Price Increases**

Service Provider's Additional Endpoint Fees are fixed during the Initial Term. Service Provider Additional Endpoint fees for Renewal Terms shall escalate annually as of each anniversary of the Effective Date of the Service Order by the amount of the increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the twelve (12) month period ending in the month for which the most recent index results are available as of that anniversary of the Effective Date.

5. **Summary of Services Included in Service Order**

SaaS Services are detailed in the SaaS Agreement. Services specific to this Service Order are detailed below:

5.1 Project Coordination. Service Provider will provide a project coordinator to provide direction to Customer relating to SaaS Services. Customer to provide primary point of contact to work with the project coordinator.

5.2 Installation and Configuration. Installing the Software in the data center with standard configurations. Custom configurations are available for an additional fee as detailed in an applicable SOW. Service Software includes Service Provider Application Software, operating system software, database software and any software running on the Service Provider equipment.

5.3 Upgrades. Service Provider and Customer will mutually agree on an upgrade schedule for Service Software. SaaS Services include at least one (1) Software Upgrade per calendar year. Customer agrees to remain on a Supported Release of Service Software. Service Provider will install all Software Upgrades on the Service Provider Equipment. Service Software includes Service Provider Application Software, operating system software, database software and any software running on the Service Provider Equipment. Software DOES NOT INCLUDE any application or tools software running on local Customer computers or other Customer equipment including Mobile Administration Software ("**MAS**") upgrades to handheld devices, endpoint programming software upgrades at the Customer site, Endpoint Test Manager ("**ETM"**), RadioShop or Substation Processing Unit Software Upgrades.

5.4 Integration(s). Service Provider will provide integrations to third party systems for an additional fee as detailed in the applicable SOW.

5.5 Data Availability. Service Provider will make available on a live basis at least 90 days of Customer Data. Data older than 90 days will be archived and available to Customer upon request (additional fees may apply). Archive data will be retained for a minimum of one (1) year unless otherwise mutually agreed upon. Additional data retention periods are available for an additional fee.

5.6 Monitor Collector Communications (To the Extent Service Provider is providing the Backhaul Services). To the extent applicable, Service Provider will monitor the status of system communications. In the event of a fault during normal business hours if the communications fault is a result of a Service Provider Equipment failure, Service Provider will resolve the communications fault. If the communications fault is not the result of a Service Provider Equipment failure, Service Provider will report the fault for resolution by Customer. In the event of a fault as a result of a Service Provider Equipment failure outside of normal business hours, Service Provider will attempt to resolve the issue; however, no notice of the event will be made to the Customer. Should Customer require assistance with respect to communications to the system, after hours assistance is available as described in Schedule A.

5.7 Process Collector Communication Fees. Service Provider will process and invoice for communication fees as applicable.

6. **Customer Responsibilities:**

6.1 Conduct Collector Field Maintenance. Customer will perform field maintenance work on the Meters/modules and Collectors. This includes, but is not limited to, updating the collector, ETM, RadioShop and other Field Tools software to the latest version.

6.2 Interface Billing data to Customer Billing System. Customer is responsible for executing the Billing Extract file utilizing the functionality built into the Command Center Software and loading it into Customer's billing system. Customer is also responsible for any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window.

6.3 Provide Collector Communication. Customer is responsible for purchasing and physically maintaining all collector communications infrastructure as applicable.

6.4 Administer Login and Passwords. Customer is responsible for assigning security officer(s), administering all Software logins and passwords, to provide Customer-selected configurations and to maintain access rights for the Customer's employees.

6.5 Support Utility Consumer. Customer is responsible for handling all support for Customer's own end-use consumers. Service Provider will not provide any support regarding billing inquiries or any other matter for end-use consumers.

6.6 Install and Upgrade Endpoint Programmer Software. Customer is responsible to load and maintain Endpoint Programmer Software on desired hardware at Customer's location including ETM, RadioShop and other field tools.

6.7 Loading Files. Customer is responsible for loading MMF, IIF and CIF files to Software.

6.8 Application Administration. Customer is responsible to provide Customer-selected configurations and maintain access rights.

6.9 Application Operations. Customer is responsible to provide daily business operations of the Software monitoring jobs; reporting; coordination of issues, etc.

6.10 IT coordination. Customer is responsible to coordinate management of interfaces to connected Customer Systems.

6.11 Upgrades. Customer is responsible to validate upgrades to Software.

In the event of any conflict between the body of the SaaS Agreement and this Service Order B, the body of the SaaS Agreement will govern.

Accepted and agreed:

Landis+Gyr Technology, Inc.	**Pittsburg Power Company**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

This SoftwareSupport and Maintenance Agreement (this "**Agreement**"), effective as ofthe last signature date below("**Effective Date**") by and between Landis+Gyr Technology, Inc. ("**Landis+Gyr**") and Pittsburg Power Company, a joint powers authority, doing business as Island Energy("**Customer**") sets forth the parties' supplemental rights and obligations with respect to maintenance and support for the Softwarelicensed by Customer from Landis+Gyr, under the Master Purchase, License and Services Agreement by and between Landis+Gyrand Customer dated as ofMay ____, 2017(the "**Master Agreement**"). Defined terms used but not defined in this Agreement have the meaning given to them in the Master Agreement or as defined below.

1. **Definitions**.

"**Documentation**" means any and all manuals, instructions, specifications and other documents and materials that Seller provides or makes available to Customer in any medium and which describe the functionality, components, features or requirements of the Software, including any one or more of the installation, configuration, integration, operation, use, support or maintenance thereof.

"**Incident**" means a support request that begins when Customer contacts Landis+Gyr to report a Software Defect and ends when Landis+Gyr either: (a) Resolves the Software Defect; or (b) determines in its reasonable discretion that the Software Defect cannot be Resolved.

"**Major Release**" means any release of Software (for example, version 4.2) where the number to the right of the decimal has been changed.

"**MinorRelease**" or "**Maintenance Release**" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Landis+Gyr may provide to Customer from time to time during the term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.

"**New Version**" means any new functional module of the Software that Landis+Gyr may from time to time introduce and market as a distinct licensed product, and which Landis+Gyr may make available to Customer at an additional cost via an amendment to this Agreement.

"**Resolves**" or "**Resolution**" means the provision of: (a) Services that, in Landis+Gyr's reasonable discretion, corrects the Software Defect in order to achieve conformity with its Documentation; (b) information to Customer that corrects the Software Defect in order to achieve conformity with its Documentation; (c) information to Customer on how to obtain a software solution that corrects the Software Defect; (d) notice to Customer that the Software Defect is caused by a known, unresolved issue or an incompatibility issue with the Licensed Software; (e) information to Customer that identifies the Software Defect as being corrected by upgrading to a newer release of the Software and providing such release at no additional cost if it has not already been provided; or (f) notice to Customer that the Software Defect has been identified as arising out of or resulting from a Service Exception.

"**Respond**" means Landis+Gyr's initial communication with Customer, whether by telephone, e-mail or otherwise, acknowledging Customer's request for Services in connection with a Software Defect. "**Response**" has a correlative meaning.

"**Restoration**" means the action taken to return service to the users after repair and recovery of an Incident – this may take the form of a workaround, patch, etc. and may not be the full resolution but allows business to continue.

"**Service Exception**" has the meaning set forth in Section 7.

"**Software Defect**" means a reproducible failure of the Software to perform in substantial conformity with the specifications set forth in the Documentation.

2. **Maintenance Coverage; Term. "Maintenance**" or "**Support and Maintenance Services**" will consist of (i) the Incident Response and Restoration set forth in Section 4 of this Agreement, (ii) the provision of certain Software Releases set forth in Section 5 of this Agreement, (iii) the system monitoring set forth in Section 6 of this Agreement and (iv) the Service Desk availability set forth in Section 3 of this Agreement for the fees set forth in Exhibit A attached hereto.

   This Agreement will commence on the Effective Date and continue for an initial term of one (1) year. Thereafter this Agreement shall automatically renew for additional one (1) year periods after the expiration of the initial term and shall be subject to an annual increase equal to the percentage annual adjustment in the CPI. The CPI will be obtained from U.S. Bureau of Labor Statistics (www.bls.gov/cpi) and is designated as of the June-to-June twelve-month percentage change to the Consumer Price Index – Urban Wage Earners and Clerical Workers, Not seasonally adjusted, unless (x) Landis+Gyr no longer makes support and maintenance generally available to all its customers and provides Customer at least 180 days' advance notice thereof or (y) Customer provides notice of non-renewal at least 60 days prior to the termination date.

3. **Service Desk and Access.**

   3.1 Service Desk Hours. Landis+Gyr shall provide Customer with access to the Service Desk. Landis+Gyr's current Service Desk business hours are 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding Landis+Gyr observed holidays (available upon request) and weekends ("**Business Hours**"). In addition, emergency access to on-call personnel via Landis+Gyr's Emergency Dispatch Service will be provided by Landis+Gyrfrom 6:01 PM through 6:59 AM, and 24 hours per day on weekends and holidays.Landis+Gyr shall provide advanced troubleshooting, via telephone or e-mail, as deemed necessary by qualified Landis+Gyr personnel, to resolve Customer issues.

   3.2 Submission Method.Customer can contact the Service Desk through:

   (a) Telephone direct dial-in at 888.390.5733;

   (b) Fax to 218.562.5530, or

   (b) E-mail at solutionsupport.na@landisgyr.com

   All contact information is subject to change and update by delivery of notice or by posting on the Landis+Gyr Website at www.landisgyr.com.

4. **IncidentResponse and Restoration.**

   4.1 Response Time Matrix.Landis+Gyr will respond to validly submitted Incidents within the following Response Time (severity levels defined in Section 9):

Severity Level of Problem	Response Time During Business Hours	Response Time Non-Business Hours
Critical	1 Hour	2 Hours
High	1 Hour	4 Hours
Medium	1 Business Day	2 Business Days
Low	3 Business Days	6 Business Days

4.2 Restoration.Landis+Gyr will respond to, investigate and correct any suspected Incidentwithin the time provided above; provided, however that in the event Resolution is not possible within the stated time period, without limiting Customer's other rights and remedies, Landis+Gyr shall continue to address the Incident as expeditiously as possible and using all means necessary. Resolution of such Incidents may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer.

5. Releases. During [**the warranty periodand]** the period for which Maintenance has been purchased by Customer and as part of Maintenance, Landis+Gyr will provide to Customer all Major Releases, Minor Releases, and all critical maintenance Releases of the Software as available (plural or collectively, the "**Releases**"). All Releases shall be included in the definition of Software under the Master Agreement. Such obligation is limited to Releases which Landis+Gyr generally releases to all its customers during such time period. Customer is responsible for installation and integration of any Release, excluding a Release relating to Infringement (which Release shall be the responsibility of Landis+Gyr), unless Customer separately contracts with Landis+Gyr for hosting of the Software, or installation and integration services therefor. Landis+Gyr will not be obligated or provide Maintenance if Customer has not installed a Major Release (a Release within two versions of the then-current Major Release). For example, if Landis+Gyr releases version 4.2 of the Software (where the number to the right of the decimal indicates a Major Release), Landis+Gyr will provide Maintenance with respect to versions 4.2, 4.1 and 4.0. Landis+Gyr will not be obligated to provide Maintenance for any prior versions. For avoidance of doubt, Software upgrades do not include new modules supporting additional functions.

5.1 Customer Service Alerts.Landis+Gyr will issue Customer Service alerts when necessary. Landis+Gyr will make the most current user manuals available through a customer web portal that will be provided to Customer at no additional charge.

6. Customer Responsibilities. Maintenance under this Agreement does not include and will not be provided by Landis+Gyr to Customerto the extentCustomerdoes not comply in all material respects(to the extent applicable to the particular Software) with the following responsibilities of Customer:

(a) Ensure that the physical system environment, e.g., hardware requirements and configurations, temperature, humidity, physical security, is within Landis+Gyr's recommended parameters as specified in the Landis+Gyr recommended environments Documentation which is provided to Customer prior to implementation.

(b) Check system operational logs for errors and verify that non-AMI network events are excluded.

(c) Check file system for any corruption.

(d) Monitor disk space.

(e) Back up the Landis+Gyr application software and configure files on a regular basis (weekly and monthly).

(f) As applicable, maintain system users' password control and network security at all levels.

(g) Investigate faults relating to the interconnection between the Software and the hardware of the host system.

(h) Generate and monitor system statistics as recommended in writing by Landis+Gyr during the project kick off meeting.

(i) Make available to Landis+Gyr a remote communication connection to the Software for Landis+Gyr to provide remote system support.

(j) Reasonably cooperate with and assist in Landis+Gyr's verification of Software Defects.

(k) Provide to Landis+Gyr all reasonable access to the location of the Software and the host system hardware, including access to all relevant utilities, data communications sources, and data. Access can be in the form of secure VPN, web conferencing, remote access, or other secure access methodology as agreed by the parties in writing.

(l) When reporting a suspected Incident, Customer is obligated to: (A) ensure that the use of the Software is in accordance with its Documentation; (B) use commercially reasonable efforts to eliminate any third party hardware, any operating system software, and any third party application software deficiencies; (C) capture all relevant data, reasonably document the relevant operating conditions and other operating information, and supply Landis+Gyr with reasonably requested diagnostic information in English; and (D) implement mutually agreed upon remedial, corrective or work-around procedure(s) and reasonably describe any limitations imposed by such corrections or workarounds that are known to Customer.

(m) Once Customer completes its testing and validation procedures, Customer will promptly install all Software provided by Landis+Gyr from time to time pursuant to this Agreement within a reasonable time after receipt thereof provided that such Software is at no additional cost to Customer. Customerwill use reasonable efforts to notify Landis+Gyr of any such installation of Software within a reasonable period of time after installation.

(n) Customershall endeavor to notify Landis+Gyr of verified resolution or otherwise take action within 10 Business Days of a shipment from Landis+Gyr with respect to a suspected Incident.

7. <u>Exclusions from Coverage</u>.

7.1 <u>Matters Which Cause an Exclusion of Coverage</u>.Incident Restoration under this Agreement does not include and will not be provided with respect to any Incident which is in part or whole caused by or the result of any of the following (each a "**Service Exception**"):

(a) Any modification of the Software performed by any party other than (i) Landis+Gyr or (ii) a third party approved in writing by Landis+Gyr in advance which performs such modifications in accordance with the Documentation.

(b) Any use of the Software not in compliance with their Documentation.

(c) Any hardware, peripheral products, or software not provided by Landis+Gyr or the interoperability of those products with the Software other than those contemplated under the Agreement or the Documentation.

(d) Any defects, errors, deficiencies, or non-compliance in any hardware or any other software used in connection with the Software, but not supplied by Landis+Gyr.

(e) Any other event not caused by Landis+Gyr.

7.2 Matters Excluded from Coverage. Maintenance is only provided as specified in this Agreement. Any additional services are not included in Maintenance and will require other agreements between the parties. The following services are not included in Maintenance:

(a) Design and configuration of the Software.

(b) System administration work that should be completed by Customer's system administrator, as addressed in the applicable SOW or project kick off meeting.

(c) On-Site support.

(d) Delivery, license, or implementation of Software Releases other than those Releases specified herein.

(e) Server hardware repairs and replacements.

(f) Advanced Signaling Certification and Maintenance. Certification (ANSI/ITU compliance) and maintenance for SS7, ISDN, and future advanced signaling protocols.

7.3 Reproducible Matters.Customer will promptly notify Landis+Gyr of a Software Defect. The parties acknowledge that maintenance under Agreement (and any warranty services in this Agreement with respect to the Software) may be difficult to provide unless a Software Defect or alleged Software Defect is reproducible or verifiable by Landis+Gyr.

8. Additional Services. If Customer submits an Incident and the cause of the problem is not a Software Defect or not otherwise caused by Landis+Gyr, but results from some other cause (including without limitation, from Customer's IP network or back-haul facilities), then such services of Landis+Gyr will constitute Additional Services and Landis+Gyr may charge, and Customer will pay to Landis+Gyr, fees and reimbursements of expenses for Landis+Gyr's services in connection with such Incident at Landis+Gyr's time and materials services price list ratesas agreed upon in a mutually acceptable SOW.

9. Software Defect Severity Level Classifications Matrix. The Severity Levels are defined as set forth in the following matrix.

Severity Level Designation	Severity Level Definition
Critical System Down or significantly impacted; Service Affecting	Impacts multiple users and halts or severely impacts the division's ability to conduct critical operations. Postponement of any critical interface file that can delay Field Services, Billing and daily critical activities.
High Major Outage; Service Affecting	Impacts individual or small work group. Normal operations may be degraded but can continue.
Medium	Impacts individual or small work group. Normal operations may be

Minor Outage; Non-Service Affecting	degraded but can continue, and service response may be delayed until a mutually established future time. Issue is informational in nature, a request, suggestion or report. No immediate remedial action is expected.
Low Information Request; Non-Service Affecting	Maintenance request, data requests, and non-critical process enhancements.

10. **Customer Escalation Contact Information and Flows.** If Customer believes that it is not receiving the proper responses under this Agreement, without waiving its other rights and remedies, Customer may escalate the matter. At each level of escalation, Landis+Gyr and Customer will work in good faith to resolve the issue. If after a reasonable time, considering the severity of the issue, without waiving its other rights and remedies Customer is not reasonably satisfied with the Landis+Gyr response, Customer may escalate the issue to the next level. The escalation levels and current contact information are as follows:

Level 1 — Service Desk Manager/Supervisor
(for: PLC, MDMS, and AGA) As applicable
Karen Brau – 218-562-3886
karen.brau@landisgyr.com

(for: RF, DA and ALM) As applicable
Nadine Bruce – 678-258-1297
Nadine.bruce@landisgyr.com

Level 2 — Director of Customer Experience
Rebecca Lorentz – 218-562-3876 (W) or 218-838-5277 (M)
Rebecca.lorentz@landisgyr.com

Level 3 — VP and CIO
Faisal Khan −678-258-1447 (W) or 438-793-5607 (M)
faisal.khan@landisgyr.com

11. Limitation of Liability

11.1 No Consequential or Indirect Damages. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE OR PROFIT, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THESE LIMITATIONS WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

11.2 Maximum Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO LANDIS+GYR PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

11.3 Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 11SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM: (A) PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED EITHER PARTY'S NEGLIGENT ACTS OR OMISSIONS, OR WILLFUL MISCONDUCT.

12. General

12.1 Complete Agreement, Modification and Assignment. The parties agree that this Agreement and any ancillary agreements, exhibits or schedules constitutes the complete and exclusive agreement between them with respect to its subject matter and supersedes all previous understandings, negotiations, proposals, acknowledgements, and representations, whether oral or written with respect thereto. No modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of Customer and Landis+Gyr.Customer may not assign this Agreement, or its rights or obligations under them without the express written consent of Landis+Gyr which shall not be unreasonably withheld. Any exhibit attached hereto is incorporated herein by this reference.

12.2 Notices. Notices, other than routine communications having no legal effect, shall be in writing and shall be sent by certified United States mail (return receipt requested), by guaranteed overnight delivery, by courier, or by confirmed facsimile addressed to the addresses set forth below:

For Customer: Island Energy
440 Walnut Avenue
Vallejo, CA 94592
Attn:Peter Guadagni
Facsimile No: 707-562-5002

For Landis+Gyr: Landis+Gyr Technology, Inc.
30000 Mill Creek Avenue, Suite 100
Alpharetta, GA 30022
Attn: Legal Department
Facsimile No: 678.258.1686

12.3 Force Majeure. Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, or other causes beyond its reasonable control.To the extent a party is substantially delayed by force majeure from performing its obligations hereunder, such party shall give notice

and details of the force majeure to the other party as soon as practicable, then the parties may extend the time for performance by written agreement.In the event it shall become impossible for Landis+Gyr or Customer to perform its respective obligations because of force majeure, then in such event the party so unable to perform may terminate this Agreement upon written notice to the other. In no event shall an event of force majeure excuse or delay the payment of any amount owed by one party to the other party under this Agreement.

12.4 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no party other than Landis+Gyr and Customer shall have any legally enforceable rights under this Agreement.

12.5 Headings. All headings used in this Agreement are for reference purposes only and are not part of this Agreement.

12.6 Waiver; Severability. No delay or omission by Customer or Landis+Gyr in enforcing its rights or remedies under this Agreement shall impair such right or remedy or be deemed to be a waiver thereof. Any waiver, in whole or in part of any provision of this Agreement will not affect be considered to be a waiver of any other provision. No waiver of this Agreement shall be valid unless in writing and signed by the parties thereto. If any term of this Agreement is found to be unenforceable or invalid for any reason, such term shall not affect the other provisions, but such unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Customer and Landis+Gyr set forth in this Agreement, and all other terms will remain in full force and effect.

12.7 Independent Contractor. Nothing in this Agreement shall be read as appointing either party as the agent or legal representative of the other party for any purpose whatsoever, nor shall either party hold itself out as such. This Agreement does not create or is intended to create any express or implied relationship of joint ventures, partners, employer and employee, associates, or principal and agent between the parties, and both parties are acting as independent contractors and principals for their own accounts. Neither party is granted any right or responsibility for or on behalf of the other or otherwise to bind the other. In providing the Maintenance, Landis+Gyr shall have sole responsibility for all persons employed by it in connection with the performance of such Maintenance and, except as provided in this Agreement, Landis+Gyr shall solely determine the methods, details, and means of performing the Services.

12.8 Governing Law.This Agreement shall be deemed to be a contract made under the laws of the State of Californiaand shall for all purposes be construed and enforced in accordance with Californialaw without regard to its conflicts of laws principles.

12.9 EEOC and Affirmative Action.

Landis+Gyr is in compliance with all of the laws and Executive Orders prohibiting discrimination, including but not limited to Title VII of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, 42 USC 2000(e), et seq., and all applicable state and local laws against discrimination.

Landis+Gyr and subcontractor, if any, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date.

Acknowledged and agreed by the authorized representatives of the parties.

Pittsburg Power Company	**Landis+Gyr Technology, Inc.**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

Exhibit A

Fees; Payment Terms

Invoice and Payment. Landis+Gyr will issue invoices to Customer for all amounts owed to Landis+Gyr hereunder. Invoices for Services shall be issued yearly in advance. Payment is due within thirty (30) days of the invoice date. Late payments will be subject to interest from the due date at the lesser of one percent (1%) per month or the maximum rate allowed by law.

Description	Price
TechStudio Annual Maintenance (per license)	$200.00

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 4/26/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: By Minute Order, Adopt City Goals and Priorities for FY 2017-18

MEETING DATE: 5/15/2017

EXECUTIVE SUMMARY

The City Council held a public workshop on March 6, 2017 to discuss goals and priorities for the coming fiscal year. Staff responded to questions and received comments from workshop participants and Council members, and developed the attached goals list for FY 2017-18.

FISCAL IMPACT

None from this action.

RECOMMENDATION

By Minute Order, adopt the attached City Goals and Priorities for FY 2017-18.

BACKGROUND

Each year, the City Council works with staff to develop a list of goals and priorities for the coming year. On March 6, 2017, the City Council held a public workshop to review a list of goals developed by staff and receive comments from workshop participants.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

Staff developed draft City Goals and Priorities for 2017-18 that were presented and reviewed at the workshop. The attached City Goals FY 2017-18 and Project List incorporates comments from the workshop, and are proposed for adoption by the City Council.

ATTACHMENTS: City Goals and Priorities FY 2017-18

Report Prepared By: Jill Hecht, Assistant to the City Manager

City Goals and Priorities for 2017-18

Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**
Goal 2	**Prioritize Public Safety First in the City Budget**
Goal 3	**Improve Public Facilities and Infrastructure**
Goal4	**Continue Economic Development, Diversified Housing and Facilitate Growth and Retention of Existing Businesses**
Goal 5	**Increase Efficiency of City Operations and Services**
Goal 6	**Improve the Quality of Life for Pittsburg Residents**

City Clerk/Records/ Council Services		
Goal 5	**Increase Efficiency of City Operations and Services**	• Perform all statutory duties in timely fashion, including Filing Officer duties required by the Political Reform Act for campaign disclosure statements for candidates and officeholders and administer provisions of the City's Conflict of Interest Code for over 70 filers (due April 1, 2017) • Coordinate advertisement of openings on City Commissions, schedule and coordinate Commission applicant interviews with City Council for June 2017 vacancies. (4 vacancies on Planning Commission and 4 vacancies on CAC)
		• Coordinate with City Attorney's office to provide AB1234 Ethics, AB1825 Harassment Training, and Form 700 training for Council Members, Commissioners and staff; and Public Records Request training for staff. • Lead a team of appropriate staff to draft a policy regarding use of City Logo and Seal. • Continue overseeing implementation of updated agenda management and electronic document management systems

Community Development - Engineering		
Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**	• Seek grant funds for Complete Streets accommodating all forms of transportation (bicycle, pedestrian, transit, motor vehicles), other infrastructure improvements • Current projects supported by $3.4 million in grants for traffic safety, water and bicycle/pedestrian trails
Goal 3	**Improve Public Facilities and Infrastructure**	• Complete construction of capital projects as scheduled during FY 2017-18 (see Project List) • Continue liaison with BART for completion of Pittsburg Center Station • Develop annual update to City's Five Year Capital Improvement Program (CIP) • Work with Caltrans, MTC, Contra Costa Transportation Authority to improve traffic operations on State Route 4 within city limits • Continue development of James Donlon Boulevard Extension • Partner with Pittsburg Unified School District, police, other City departments to maximize traffic safety and circulation at schools • Communication with Delta Diablo and other utility districts to coordinate infrastructure projects
Goal 4	**Continue Economic Development, Diversified Housing and Facilitate Growth and Retention of Existing Businesses**	• Evaluate effectiveness of local contracting policy
Goal 5	**Increase Efficiency of City Operations and Services**	• Reduce traffic delays on city streets • Increase cost-efficiency and staff utilization, including the use of in-house staff for infrastructure project design when appropriate • Expand the City's GIS as a resource across departments and for the public where appropriate

2017/18 Capital Projects	Work Begins	Scheduled Completion
Multi Modal Transit Access Station Improvements	Spring 2017	Fall 2017
WTP Sludge Handling Facility Phase 1B	Winter 2016	Winter 2017-18
Rossmoor Well Replacement	Winter 2016	Summer 2017
Ray Giacomelli Community Park @ San Marco/West Leland Road (Phase I)	Fall 2016	Fall 2017
Ray Giacomelli Community Park (Phase II)	Fall 2017	Fall 2018
2016 CDBG Sidewalk Improvements (Buchanan Road from Suzanne to Loveridge)	Early 2017	Spring 2017
Citywide Sewer Replacement Program (Cornwall neighborhood)	Summer 2017	Fall 2017
SE Hills Waterline (Buchanan Road Water Main) (Paving complete Summer 2017)	Summer 2016	Spring 2017
San Marco Boulevard Class I Trail	Winter 2018	Fall 2018
Frontage Road Class I Trail	Early 2017	Summer 2017
2017 CDBG Sidewalk Improvements (Buchanan Road from McFaul to Loveridge Road)	Fall 2017	Winter 2018
California Theatre Balcony	Fall 2017	Summer 2018

Community Development - Building		
Goal 4	**Continue Economic Development, Diversified Housing and Facilitate Growth and Retention of Existing Businesses**	• Complete plan reviews and inspections for major development projects, including Waterstone, Stoneman Apartments and commercial development • Continue to inspect residential development for compliance with applicable codes (average 250 to 300 new housing starts per year) • Issue solar energy system permits (average 300 to 400 per year) • Continue to provide Housing Quality Inspections in support of Pittsburg Housing Authority
Goal 5	**Increase Efficiency of City Operations and Services**	• Increase efficiency for issuance of photovoltaic (solar) by adding a portal for online plan submittal and plan check, improving service delivery to homeowners and contractors • Continue implementation of RIS software system, online payments for Residential Rental Inspection program
Community Development - Planning		
Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**	• Continue and improve cost recovery on large-scale development projects • Develop abuilding permit surcharge, feeor similar program to help fund future General Plan updates
Goal 3	**Improve Public Facilities and Infrastructure**	• Continue work with Engineering Division to provide environmental and design review of capital projects • Work with developers to incorporate public spaces as appropriate in new developments in Railroad Avenue Specific Plan area
Goal 4	**Continue Economic Development, Diversified Housing and Facilitate Growth and Retention of Existing Businesses**	• Work with Chamber of Commerce, Economic Development staff to identify zoning changes that promote small business growth and attraction with special emphasis on the downtown core

Goal 4	**Continue Economic Development, Diversified Housing and Facilitate Growth and Retention of Existing Businesses**	• Facilitate higher density mixed use development within Railroad Avenue Specific Plan area and downtown to increase access to transit, jobs, shopping and recreation
Goal 5	**Increase Efficiency of City Operations and Services**	• Develop a suite of checklists to reduce the number of incomplete planning application submittals • Continue to provide current and expanded data to Engineering Division to increase public information accessible through City's GIS, website
Goal 6	**Improve the Quality of Life for Pittsburg Residents**	• Work with Economic Development staff to increase retail in the southwest hills area of the City • Begin project scoping for the 2040 General Plan Comprehensive Update, a multi-year process due in 2020 • Strive for land use and urban designs that beautify neighborhoods, reduce opportunities for crime and promote economic development • Continue working with Code Enforcement to address code violations and reduce blight

City Council Goals for Planning Commission
For 2017-18

Goal 1: In order to increase meeting participation, all Planning Commission notices shall be posted on the city website and applicable social media sites, in accordance with the citywide social media policy (currently pending). Other messaging methods, such as the use of large sandwich boards or targeted direct mailings beyond legal requirements, shall also be explored. Within 6 to 12 months of implementation of any new posting method, the Planning Commission shall review the effectiveness of the method to determine if any modifications are needed.

Goal 2: Before the end of the fiscal year, host a minimum of three presentations during regular meetings to further educate the Planning Commission and the public on planning related topics. Presentations shall include updates and/or quantitative informational materials from the City's Finance Department, Police Department, and Economic Development Department, at minimum. Topics should include (as appropriate) updates on marijuana regulations, recent crime trends in town, education related to new project fees, upcoming projects, etc.

Goal 3: Encourage the geographic distribution of affordable units throughout the City, consistent with the City's Inclusionary Housing Ordinance. Staff's analysis associated with new housing projects shall specify applicable regulations and include a location map of existing affordable units within a one-mile radius of the proposal.

Goal 4: Before December 1, 2017, begin initial project scoping for the '2040 General Plan' comprehensive update, consistent with City Council direction.

Goal 5: Continue to support implementation of the Railroad Avenue Specific Plan in conjunction with the opening of the new Pittsburg Center BART Station (scheduled to occur Winter 2017-18).

Public Works		
Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**	• Continue to improve reliability and reduce energy, maintenance costs by converting lights to LED in parks, on decorative poles and at City facilities • Evaluate cost saving opportunities in all divisions of Public Works
Goal 3	**Improve Public Facilities and Infrastructure**	• Convert existing traffic loops at traffic signal intersections to video detection system to increase reliability
Goal 5	**Increase Efficiency of City Operations and Services**	• Complete a full audit of the City's water treatment and delivery system • Evaluate conversion of PW lead position to Supervisor to meet demand of increased technology and regulatorydemand in Water Division • Purchase additional lighting truck to split electrician crews to be able to respond to different locations at once and provide better access in tighter areas
		• Continue with Year 6 of program to install Automatic Meter Reading system to improve accuracy, efficiency of water meter reading on system's 18,000 meters. In 2016-17, staff completed approximately 1,700 total replacements, bringing total to 9,855. For FY 2017-18, goal is 1,750 additional meter replacements. • Use TV truck to view/evaluate approximately 25,000 linear feet of sewer and storm drain pipe

Enterprise Services– Pittsburg Power Company, Island Energy		
Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**	• Identify revenue opportunities for energy-related projects (sales and use tax, property tax, community benefit programs) • Complete Phase 2 Island Energy Cable Replacement Project and related system improvements • Evaluate new billing and metering systems and implement if cost-effective • Support new customer growth at Island Energy to continue revenue growth
Enterprise Services – Economic Development		
Goal4	**Continue Economic Development, Diversified Housing and Facilitate Growth and Retention of Existing Businesses**	• Retain, improve large sales tax providers with targeted outreach • Retain large employers with targeted efforts • Conduct shopping center meetings and one-on-one business meetings to emphasize business retention • Work with property owners to find solutions for blighted properties • Create a citywide promotional campaign centered on business, recreation and lifestyle • Seek out companies that provide non-traditional business financing • Become a resource for small businesses by providing free seminars in collaboration with Chamber of Commerce, Small Business Development Center, Workforce Development Board
Goal 5	**Increase Efficiency of City Operations and Services**	• Work with other City departments to create an ombudsman approach to new businesses, and identify processes that can improve to promote business growth and attraction
Goal 6	**Improve the Quality of Life for Pittsburg Residents**	• Work with Planning staff to increase retail in the southwest hills area of the City

Enterprise Services – Waterfront		
Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**	• Execute new recreational Trust Lands leases • Continue to seek out grant funding opportunities
Goal 3	**Improve Public Facilities and Infrastructure**	• Improve public use facilities at Marina
Goal4	**Continue Economic Development, Diversified Housing and Facilitate Growth and Retention of Existing Businesses**	• Collaborate with waterfront property owners and tenants to activate underutilized land • Evaluate existing brownfields for potential development
Goal 6	**Improve the Quality of Life for Pittsburg Residents**	• Continue to seek out recreational waterfront activities and opportunities
Enterprise Services – Marina		
Goal 3	**Improve Public Facilities and Infrastructure**	• Dredge the marina in 2018 • Improve aging infrastructure atmarina • Explore increased revenue through watercraft rentals and increased public amenities
Enterprise Services – Environmental Affairs		
Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**	• Complete LED Lighting Conversion to reduce costs at 26 City Parks, Marina
Goal 2	**Prioritize Public Safety First in the City Budget**	• Launch a Street Safety campaign in coordination with local schools and other city departments to improve safety for pedestrians, cyclists and vehicles
Goal 4	**Continue EconomicDevelopment, Diversified Housing and FacilitateGrowthand RetentionofExisting Businesses**	• Develop a build-out plan of fiber optic in commercial and industrial areas of the City
Goal 5	**Increase Efficiency of City Operations and Services**	• Expand Emergency Operations Center (EOC) preparedness, update Emergency Operations, Hazard Mitigation Plans and others as required • Using Public, Education and Gov't funds, meet ADA Closed Caption requirements for broadcasts and initiate broadcasting from City Park Field, City events and start a Pittsburg

		H.S. Broadcasting job training
Goal 6	**Improve the Quality of Life for Pittsburg residents**	• Develop draft Polystyrene Ordinance for City Council consideration • In partnership with local schools, launch citywide litter project – Civic Pride Day
Enterprise Services – Successor Agency		
Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**	• Continue to dispose of Successor Agency properties, generate sales revenue to pay Successor Agency financial obligations
Goal 4	**Continue Economic Development, Diversified Housing and Facilitate Growth and Retention of Existing Businesses**	• Address homelessness by identifying services available and how to access them, and working with City departments and outside agencies to develop programs • Administer and continue funding Housing Rehabilitation Loan Program (preserves existing homes) • Administer and fund 1st Time Homebuyer Program (provides home ownership opportunities)
Goal 5	**Increase Efficiency of City Operations and Services**	• Work with tenants and borrowers, keep lease and loan payments current • Continue to work with tenants to ensure property maintenance is regularly performed to reduce/prevent costly repairs/replacements • Manage 30 leases and loans for City, Successor Agency, PACF, Housing Authority
Enterprise Services – Community Development Block Grants		
Goal 3	**Improve Public Facilities and Infrastructure**	• Support projects to replace sidewalks and install curb ramps in target areas to improve access to transit, schools, businesses, community facilities
Goal 4	**Continue Economic Development, Diversified Housing and Facilitate Growth and Retention of Existing Businesses**	• Fund job training, placement programs • Fund Housing Rehabilitation Program • Fund programs to help micro-enterprises
Goal 6	**Improve the Quality of Life for Pittsburg Residents**	• Fund programs and services that help create a more livable, better

Goal 6	**Improve the Quality of Life for Pittsburg Residents**	functioning and attractive community • Acquire property to assist development of public facility/community center
Housing Authority		
Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**	• Maximize utilization of vouchers based on annual budget authority • Conduct annual Landlord Workshops to solicit participation in the program
Goal 5	**Increase Efficiency of City Operations and Services**	• Maintain status with HUD as top housing agency • Cross train in key positions • Enter into annual maintenance agreements for maintaining Housing Authority properties
Goal 6	**Improve the Quality of Life for Pittsburg Residents**	• Continue to offer homeownership opportunities to families under first time homeownership programs • Continue to foster close relationships with local non-profits to assist families in need

CityCouncil Goalsfor CommunityAdvisoryCommission
For 2017/18

1. Using social mediaandotherresources,implementacommunity-wideoutreach programthatencouragesinputandshares information fromtheCommunity AdvisoryCommission.

2.Increase thevisibility oftheCommunity Advisory Commission andits mission, throughactiveparticipationandattendancebycommissioners atlocal public events andmeetings.

3. Bepro-activeandfindwaystoadvocateandpromoterecreationactivitiesand eventsinthecommunity.

4. Commissionersincreasetheir awarenessandknowledgeoftheprograms, services,opportunities andchallengesfacedby thePittsburg community,and becomeaninformational resourcefor residents.

5. Foster andmaintainastrongrelationshipwith theCityManager andCityCouncil.

6. ActivelypromotetoeligibleorganizationstheCity'sCommunityDevelopment BlockGrant(CDBG) fundingprocess,and participateintherecommendationsfor thenextfundingcycle.

Human Resources		
Goal 5	**Increase Efficiency of City Operations and Services**	• Implement changes to the CalPERS contract pursuant to the memoranda of understanding • Work to encourage and improve health care choice • Nurture positive and productive relations with employee labor groups • Review and revise outdated personnel rules and practices • Recruit and retain quality staff to meet the operational needs of the City • Institute a training program for new supervisors that supports cross-training and succession building

Finance		
Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**	• Recommend budgets consistent with the City's Fiscal Sustainability Ordinance • Prepare budgets using only sustainable revenues to pay operational expenses • Update the City's 7-Year General Fund Balancing Plan and 20-Year Forecast based on those plans • Maintain or improve the City's credit rating (overall rating increased during FY 2016-17) • Continue to pre-fund Other Post-Employment Benefits (OPEB) as is fiscally feasible • Develop and issue RFP for investment advisory services
Goal 5	**Increase Efficiency of City Operations and Services**	• Review and update the City's purchasing policy to ensure compliance with existing and new regulations • Provide additional payment options for residents and businesses when paying for City services or fees

Parks and Recreation		
Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**	• Continue to seek additional sources of supplemental labor and continue current sources to complement City's landscape maintenance efforts • Continue park improvement projects with assistance of volunteer organizations and non-profits such as FutureBuild and Boy Scouts of America • Increase revenues through facility rentals and programming • Continue to seek federal, state, county and private foundations for grants to support recreation programs
Goal3	**Improve Public Facilities and Infrastructure**	• Use Park Dedication Funds and grants, continue to upgrade park infrastructure, particularly playgrounds in neighborhood parks • Seek capital funding for a multi-year effort to prune old growth park and street trees
Goal 5	**Increase Efficiency of City Operations and Services**	• Explore feasibility of contract maintenance of medians and City right-of-way areas
Goal 6	**Improve the Quality of Life for Pittsburg Residents**	• Continue to invest in youth programming and support services • Expand partnership with local non-profits that focus on recreational and personal development • Sponsor or support a variety of community public events • Collaborate with other city departments to offer additional recreation programming

City Attorney		
Goal 1	**Achieve and Maintain a Structurally Balanced Budget per the Fiscal Sustainability Ordinance**	• Through changes in the retainer agreement, and continuing evaluation thereof, increase staffing and efficiency in providing City Attorney services • Continue to implement cost recovery agreements for proposed development projects (residential, commercial, etc.) so each project pays its fair share and is not subsidized by General Fund
Goal 2	**Prioritize Public Safety First in the City Budget**	• Finalize financing mechanism to assist Fire District
Goal 5	**Increase Efficiency of City Operations and Services**	• Continue working with staff to update regulations regarding demolition or repair of damaged or blighted structures • Conduct training for City's elected and appointed officials, including AB 1234 and AB 1661 training, if requested • Develop procedures to assure compliance by project applicants with all conditions of development approval
Goal 5	**Improve the Quality of Life for Pittsburg Residents**	• Keep City informed as to legal developments as to recreational and medical marijuana, e-cigarettes and related issues

Police Department		
Goal 2	**Prioritize Public Safety First in the City Budget**	• Continue efforts to reduce crime • Continue specialized enforcement to prevent acts of violence and reduce gang activity and human trafficking • Enhance Sex offender registration program to enhance compliance with offender registration and notification • Focused effort on reducing auto vs. pedestrian traffic collisions • Continue interdepartmental code enforcement effort to reduce blight throughout the City • Continue efforts to expand a Crime Free Housing program for local apartment complexes • Focused effort on reducing mail theft • Increase homeless outreach efforts • Assist the District Attorney's Office with establishing a Focus Deterrence, or Ceasefire Program in Central and Eastern Contra Costa County • Enhance the workflow of our current report writing and RMS Systems • Enhance the Department's Professional Standards Unit

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 4/26/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Directing the Engineer of Work to Prepare and File an Annual Report for the Citywide Landscaping and Lighting Assessment District 88-01 for Fiscal Year 2016-2017

MEETING DATE: 5/15/2017

EXECUTIVE SUMMARY

Directing the Engineer of Work (City Engineer) to prepare and file the Engineer's Report is the first of three steps in the annual renewal process for the Citywide Landscaping & Lighting Maintenance District 88-01. Upon receipt and approval of the Engineer's Report, Council may then order that the liens be placed on the County tax roll. Revenue collected through this district is necessary to fund the landscaping and lighting operations on a citywide basis.

FISCAL IMPACT

The fiscal impact of the approval of Landscaping & Lighting Maintenance District 88-01 has not yet been determined for FY 2017-18. This will be part of the next step with review of the Engineer's Report. For FY 2016-17 the assessments collected are estimated at $2,826,877. This amount reflects the increase approved by voters in June 2007 of $25 per benefit factor for each residential land use, resulting in a total assessment of $102.18 per benefit factor. The approved spending plan to maintain the district was estimated at $4,203,348. A transfer of $971,847 which includes the City's subsidy of assessments on school properties and assessments on City-owned properties has been budgeted from the General Fund to cover expenditures that exceed the assessments collected for this Citywide Maintenance District. In addition, last year the City budgeted Measure J Funds in the amount of $145,248 to cover the cost of concrete repairs (damaged by street trees) within the District.

RECOMMENDATION

City Council approve the attached resolution directing the Engineer of Work to prepare and file an annual report for Fiscal Year 2017-18 for District 88-01.

BACKGROUND

In June 1988, the City Council confirmed the Engineer's Report, ordered improvements and levied the first annual assessment for District 88-01. Since then, the funds collected annually by this district support the City's landscaping and lighting operations citywide. Services include the following:

Park maintenance, including park related structures (restrooms, pool, etc.);
Street median and right-of-way landscaping maintenance;
Street tree maintenance;
Sidewalk repair related to street tree damage only; and
Street light energy costs and maintenance.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

State statutes mandate the annual renewal procedures for District 88-01. The first step is for the City Council to direct the Engineer of Work to prepare and file an annual report. The report will be submitted for Council consideration in June. Following preparation of the annual Engineer's Report, the City Council will be asked to adopt a resolution of intention to levy and collect assessments within the district. In July, the Council will hold a public hearing before considering confirming the district and levying the annual assessments.

ATTACHMENTS: Resolution

Report Prepared By: Gina Haynes, Civil Engineer II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Directing the Engineer of Work to Prepare and File An Annual Report for Landscaping & Lighting Assessment District 88-01, Citywide (Fiscal Year 2017-18)	))))	RESOLUTION NO. 17-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, Streets and Highways Code Section 22500, et seq. contains the Landscaping & Lighting Act of 1972 (the "Act"), which governs assessments to be levied for landscaping and lighting improvements; and

WHEREAS, the Act outlines certain steps that must be taken each year to renew existing landscaping and lighting maintenance assessment districts; and

WHEREAS, the City Council desires to renew Landscaping & Lighting Maintenance Assessment District 88-01.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1: The recitals set forth above are true and correct statements.

Section 2: The City Council finds that there are no proposed new improvements or any substantial changes in the existing improvements to Landscaping & Lighting Assessment District 88-01, Citywide (District 88-01).

Section 3: The City Council hereby directs Fritz McKinley, Engineer of Work for District 88-01, to prepare and file with the City Clerk an annual report in accordance with Section 22622 of the Act.

Section 4: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of May, 2017, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Marilyn Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 4/26/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Directing the Engineer of Work to Prepare and File an Annual Report for the Oakhills Landscaping and Lighting Assessment District 88-02 for Fiscal Year 2016-2017

MEETING DATE: 5/15/2017

EXECUTIVE SUMMARY

Directing the Engineer of Work (City Engineer) to prepare and file the Engineer's Report is the first of three steps in the annual renewal process for the Oakhills Landscaping & Lighting Maintenance District 88-02. Upon receipt and approval of the Engineer's Report, the City Council may order that the assessments be placed on the County tax roll. Revenue collected through this district is necessary to fund the City's landscaping and lighting operations in the Oakhills area.

FISCAL IMPACT

The fiscal impact of the approval of Landscaping & Lighting Maintenance District 88-02 has not yet been determined for FY 2017-18. This will be part of the next step with review of the Engineer's Report. For FY 2016-17 the estimated assessments collected totaled $33,959. The approved spending plan was $34,622.

RECOMMENDATION

City Council approve the attached resolution directing the Engineer of Work to prepare and file an annual report for Fiscal Year 2017-18 for District 88-02.

BACKGROUND

In June 1988, the City Council confirmed the Engi¬neer's Report, ordered improvements and levied the first annual assessment for District 88-02. Since then, the funds collected annually by this district support the City's landscaping and lighting operations in the Oakhills area. Services include the following:

Park maintenance, including park related structures (restrooms, playground structures, etc.);
Street median and right-of-way landscaping maintenance;
Street tree maintenance;
Sidewalk repair related to street tree damage; and
Street light energy costs and maintenance.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

State statutes mandate annual renewal of District 88-02. The first step is for the City Council to direct the Engineer of Work to prepare and file an annual report. The report will be submitted for Council consideration in June. Following preparation of the annual Engineer's Report, the City Council will be asked to adopt a resolution of intention to levy and collect assess¬ments within the district. In July, the Council will hold a public hearing prior to considering confirming the district and levying the annual assessments.

ATTACHMENTS: Resolution

Report Prepared By: Gina Haynes, Civil Engineer II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In The Matter of:

Adoption of a City Council Resolution to Direct the Engineer of Work to Prepare and File An Annual Report for Landscaping & Lighting Assessment District 88-02, Oakhills (Fiscal Year 2017-18)	)	RESOLUTION NO. 17-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, Streets and Highways Code Section 22500, et seq. contains the Landscaping & Lighting Act of 1972 (the "Act"), which governs assessments to be levied for landscaping and lighting improvements; and

WHEREAS, the Act outlines certain steps that must be taken each year to renew existing landscaping and lighting maintenance assessment districts; and

WHEREAS, the City Council desires to renew Landscaping & Lighting Maintenance Assessment District 88-02.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1: The recitals set forth above are true and correct statements.

Section 2: The City Council finds that there are no proposed new improvements or any substantial changes in the existing improvements to Landscaping & Lighting Assessment District 88-02, Oakhills (District 88-02).

Section 3: The City Council hereby directs Fritz McKinley, Engineer of Work for District 88-02, to prepare and file with the City Clerk an annual report in accordance with Section 22622 of the Act.

Section 4: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of May, 2017, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Marilyn Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 5/3/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Receive and File the Treasurer's Report for the Quarter Ending March 31, 2017

MEETING DATE: 5/15/2017

EXECUTIVE SUMMARY

Attached is the Treasurer's Report for the fiscal quarter ending March 31, 2017, which includes detailed information on the City and Successor Agency's (Agency) investments.

FISCAL IMPACT

The City's expenditure requirements for the next six months are covered by anticipated revenues from City operations and liquidity from maturing investments. The difference between market value and cost as of March 31, 2017 will be reflected in the City's financial statements for Fiscal Year 2016-17 as an adjustment to interest income for each of the City's funds on a pro rata basis as required by Governmental Accounting Standards Board Statement Number 31.

RECOMMENDATION

City Council accepts the Treasurer's Report for the quarter ending March 31, 2017 for information purposes only.

BACKGROUND

Each fiscal quarter, an Investment Summary Report is required to be provided, by policy, to the City Council for review.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

The City and the Agency's investment portfolio decreased by $9.9 million during the second quarter of Fiscal Year 2016-17, from $124.6 million on December 31, 2016 to $114.7 million on March 31, 2017 (Table I). The primary decreases are due to 1) using $8.3 million to pay debt services and 2) using a net of $1.6 million to cover normal operating expenses.

Of the total cash and investments reported above, only the portions held in the City's General Fund, $26.2 million (22.9%) and Internal Service Funds, $3.6 million (3.1%) are unrestricted, although a portion of these amounts may be committed for existing obligations or designated for specific purposes. The remaining $84.9 million (74.0%) of the City's cash and investments are restricted for specific uses, in accordance with Federal, State or Local agency rules and regulations.

The investment report includes all cash and investments as summarized in the attached tables as of March 31, 2017. Investment income for the quarter was $156,088. The portfolio's total return for the quarter was 0.52%, which outperformed the 0.32% return set by Bank of America Merrill Lynch 0-5 Year U.S. Treasury Index (City's performance benchmark). The portfolio's average yield (excluding Bonded Debt Portfolio) for the quarter was 1.24%.

The City and Successor Agency's investments are managed by the City's registered investment advisor, PFM Asset Management (PFM). PFM is responsible for managing investments in accordance with the City's investment policy. All of the portfolio holdings were held with investment grade securities. A review of this quarter's investment performance prepared by PFM is attached.

As of March 31, 2017, investments in the State's Local Agency Investment Fund (LAIF) were $23,000,000. Earning from LAIF was 0.78 % and LAIF investments portfolio composed of 57.4% U.S. Treasuries and Agency notes, 23.55% in Time Deposits and Bank Notes and 19.05% in other types of investments. A detailed investment performance of LAIF investments is listed on Table III of The Treasury Report.

Governmental Accounting Standards Board Statement 40 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for LAIF and from the City's registered investment advisors and bond trustees for longer-term investments. These market valuations are subject to daily changes in market value. The change in market value is considered temporary in nature, as it is the City's general intention to hold its investments until maturity, when they would be redeemed at market value.

ATTACHMENTS: Letter from City Treasurer
Table I – Cash & Investment Portfolio
Table II – Investment by Type
Table III – LAIF Summary
Review of Investment Performance Report by PFM Asset Management

Report Prepared By: Karen Chang, Finance Manager

Report Reviewed By: Brad Farmer, Director of Finance

City of Pittsburg
Finance Division
65 Civic Avenue
Pittsburg, California 94565

May 2, 2017

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending March 31, 2017, and find that it complies with the Investment Policy established by my office.

Sincerely,

Nancy Parent

Nancy Parent
City Treasurer

CITY OF PITTSBURG **Table I**

Cash & Investment Portfolio

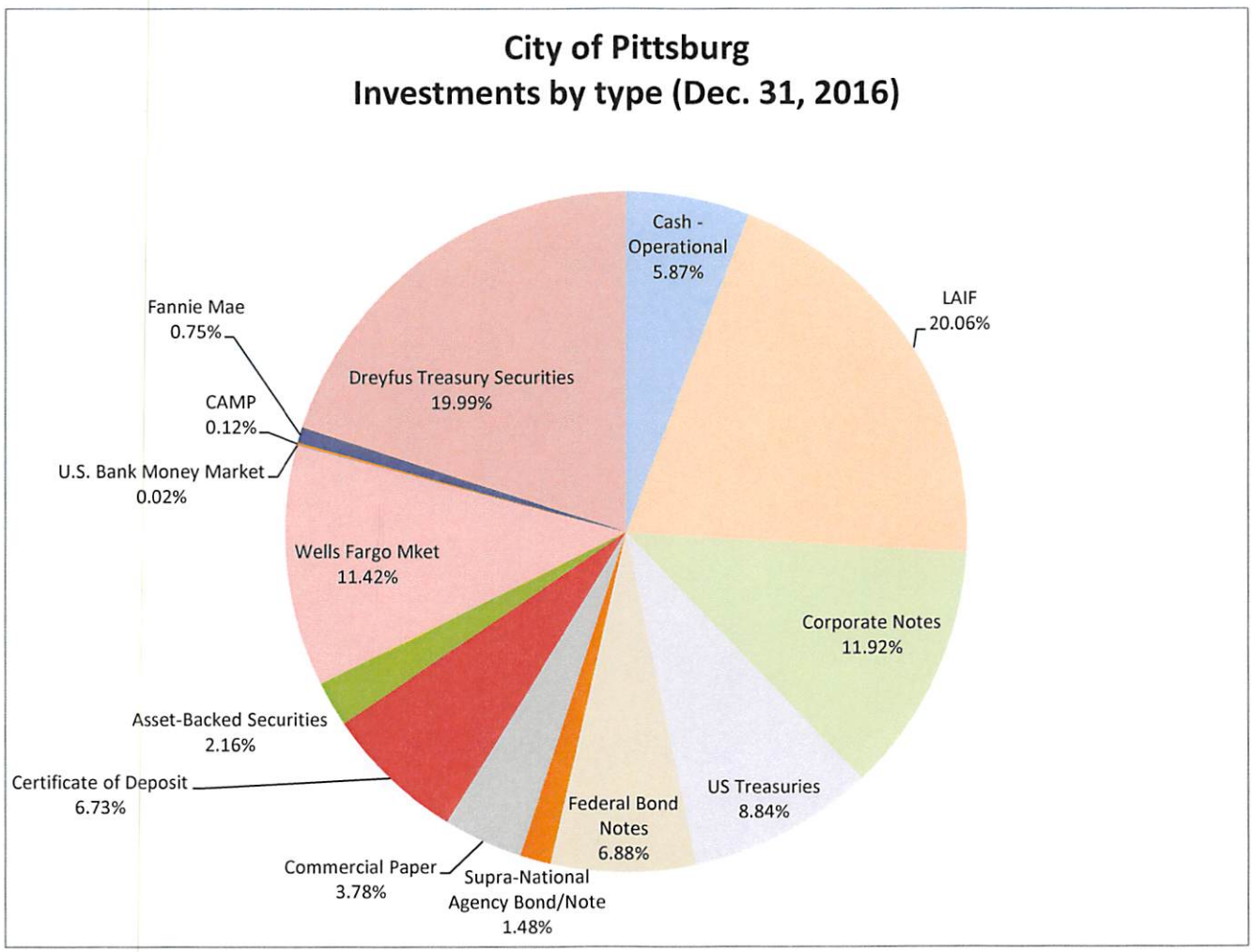
FY 2016/17- 3rd Quarter

DESCRIPTION	BALANCE 12/31/16	BALANCE 03/31/17	FAIR MKT VALUE (3/2017 Factor)
CASH & INVESTMENTS:			
LAIF City Operating	$ 23,963,813	$ 23,000,000	$ 22,981,047
Operating Cash & Investment Accounts	56,852,507	54,637,356	54,353,938
TOTAL CITY INVESTMENTS:	**$ 80,816,320**	**$ 77,637,356**	**$ 77,334,985**
FISCAL AGENT INVESTMENTS:			
Miscellaneous Debt Service Operating Accounts	$ 86,068	$ 86,082	$ 86,082
Pension Obligation Bond-Reserve Funds	3,542,140	2,816,367	2,816,367
Assessment District Bonds-Reserve Funds	2,751,739	2,767,403	2,767,403
Tax Allocation (TAB) Bonds Restricted Reserves Funds	37,296,932	31,329,729	31,329,730
Project Funds (Assmnt, Revenue, TAB)	73,869	25,886	25,886
TOTAL FISCAL AGENT INVESTMENTS:	**$ 43,750,748**	**$ 37,025,466**	**$ 37,025,466**
TOTAL CASH & INVESTMENTS :	**$ 124,567,067**	**$ 114,662,822**	**$ 114,360,451**

City of Pittsburg
Investment by Type as of March 31, 2017

Table II

Description	Amount		Avg Yield	Average Duration or Maturity Date
Cash - Operational	$ 6,729,982	5.87%	N/A	N/A
LAIF	23,000,000	20.06%	0.78%	180 days
Corporate Notes	13,663,735	11.92%	2.01%	864 days
US Treasuries	10,133,078	8.84%	1.56%	1,413 days
Federal Bond Notes	7,884,551	6.88%	1.42%	791 days
Supra-National Agency Bond/Note	1,691,556	1.48%	1.23%	739 days
Commercial Paper	4,331,985	3.78%	1.27%	120 days
Certificate of Deposit	7,719,267	6.73%	1.59%	427 days
Asset-Backed Securities	2,474,794	2.16%	1.69%	1,441 days
Wells Fargo Mket	13,094,189	11.42%	0.09%	47 days
U.S. Bank Money Market	25,886	0.02%	0.15%	N/A
CAMP	135,708	0.12%	0.95%	N/A
Fannie Mae	858,771	0.75%	1.25%	N/A
Dreyfus Treasury Securities	22,919,321	19.99%	0.45%	39 days
GRAND TOTAL:	**$ 114,662,822**	**100.00%**		



JOHN CHIANG
TREASURER
STATE OF CALIFORNIA

Table III

PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
03/20/17	0.83	0.78	188
03/21/17	0.83	0.78	185
03/22/17	0.83	0.78	184
03/23/17	0.83	0.78	184
03/24/17	0.83	0.78	186
03/25/17	0.83	0.78	186
03/26/17	0.83	0.78	186
03/27/17	0.83	0.78	181
03/28/17	0.83	0.78	180
03/29/17	0.84	0.78	180
03/30/17	0.85	0.78	181
03/31/17	0.85	0.78	180
04/01/17	0.86	0.86	181
04/02/17	0.86	0.86	181
04/03/17	0.86	0.86	183
04/04/17	0.86	0.86	184
04/05/17	0.86	0.86	184
04/06/17	0.87	0.86	181
04/07/17	0.87	0.86	181
04/08/17	0.87	0.86	181
04/09/17	0.87	0.86	181
04/10/17	0.87	0.86	181
04/11/17	0.87	0.87	181
04/12/17	0.87	0.87	183
04/13/17	0.88	0.87	182
04/14/17	0.88	0.87	182
04/15/17	0.88	0.87	182
04/16/17	0.88	0.87	182
04/17/17	0.88	0.87	181
04/18/17	0.89	0.87	183
04/19/17	0.89	0.87	183

*Daily yield does not reflect capital gains or losses

View Prior Month Daily Rates

LAIF Performance Report

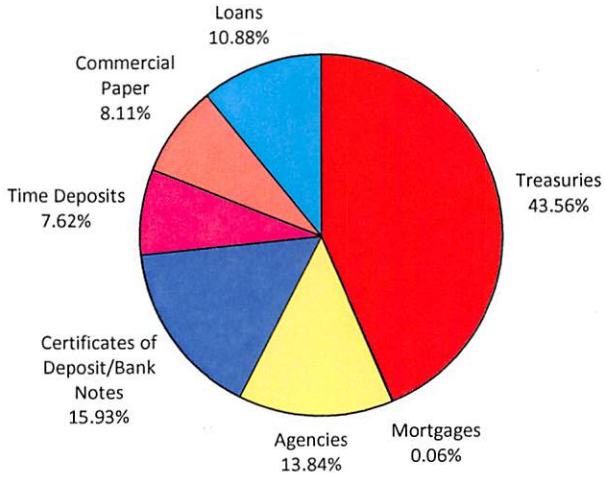
Quarter Ending 03/31/17

Apportionment Rate:	0.78%
Earnings Ratio:	0.00002126194403179
Fair Value Factor:	0.999175951
Daily:	0.85%
Quarter to Date:	0.78%
Average Life:	180

PMIA Average Monthly Effective Yields

Mar 2017	**0.821%**
Feb 2017	0.777%
Jan 2017	0.751%

Pooled Money Investment Account Portfolio Composition 03/31/17 $71.9 billion



Based on data available as of 4/19/2017

CITY OF PITTSBURG

Investment Performance Review
For the Quarter Ended March 31, 2017

Client Management Team

Monique Spyke, Managing Director

Izac Chyou, Senior Managing Consultant

PFM Asset Management LLC

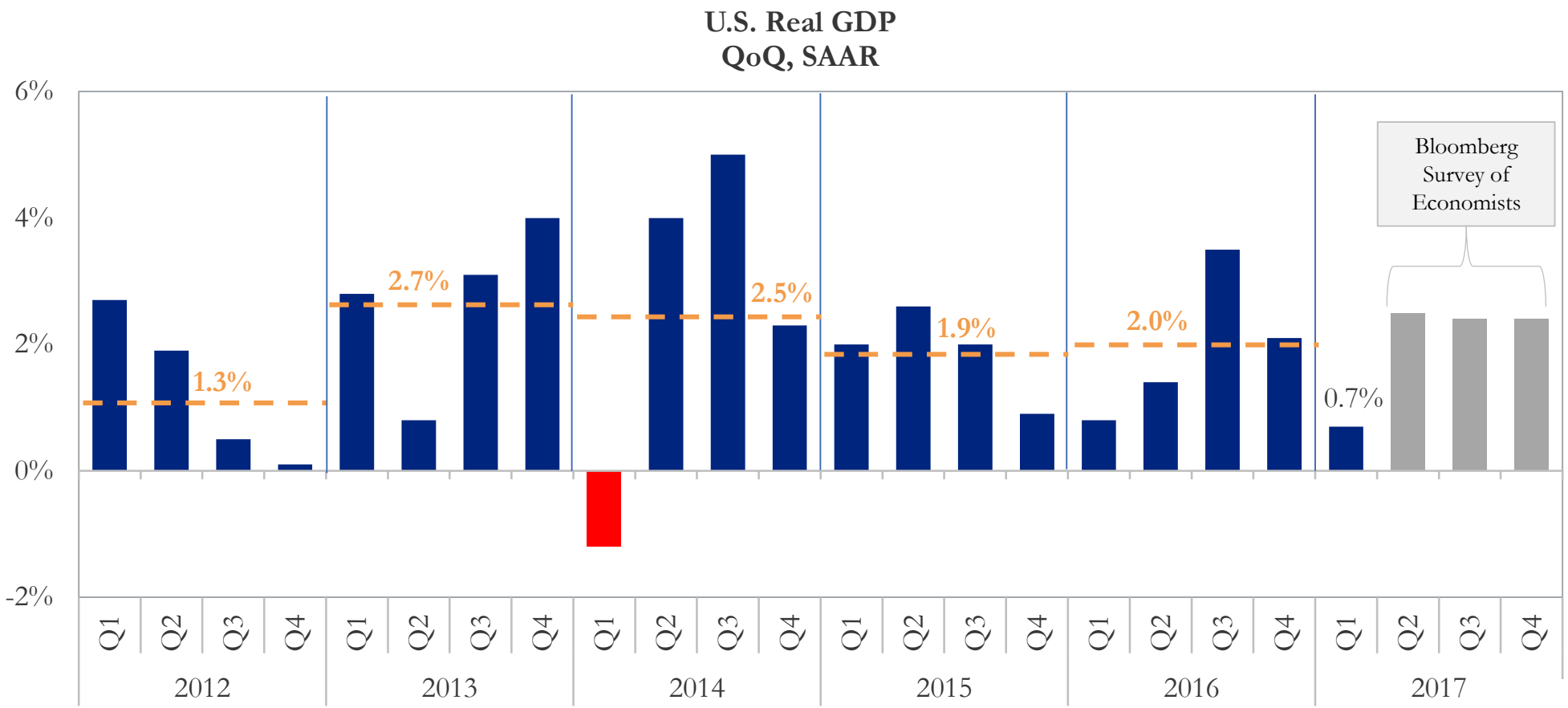
50 California Street, Suite 2300
San Francisco, CA 94111
415-982-5544

One Keystone Plaza, Suite 300
Harrisburg, PA 17101-2044
717-232-2723

Market Update

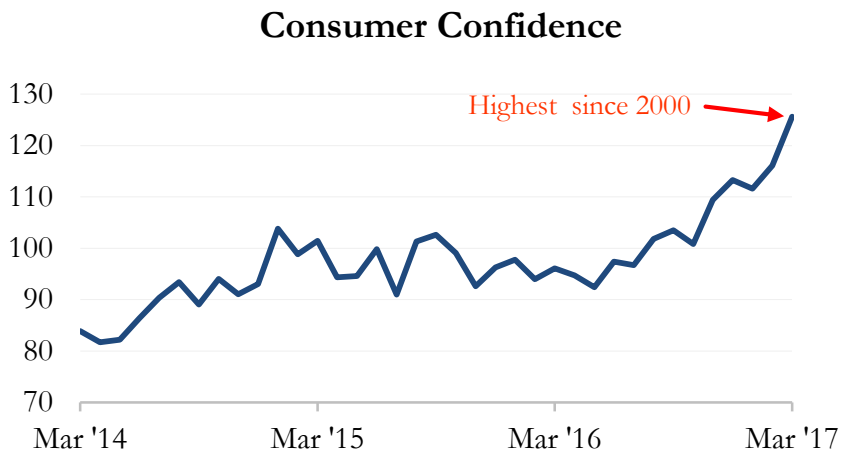
Moderate but Stable Growth

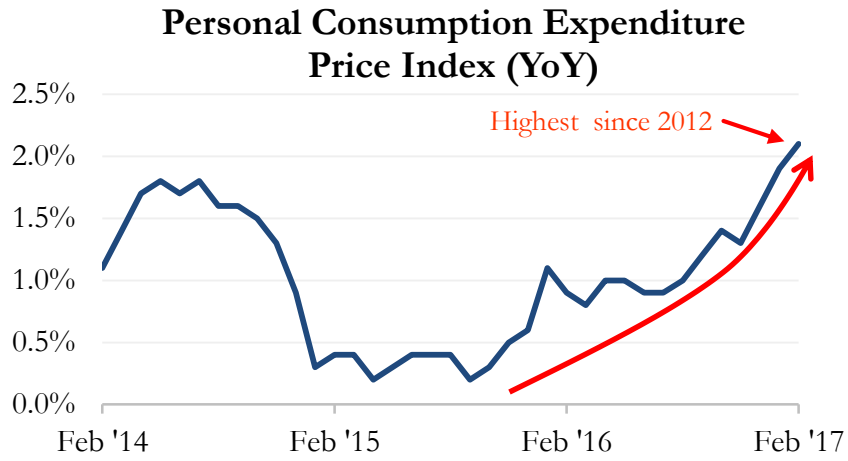
- Gross domestic product increased at an annualized rate of 0.7% in the first quarter, down from the 2.1% pace of the prior quarter, and below expectations of 1.0%.
- A Bloomberg survey of economists project that GDP will increase at a rate of 2.3% for 2017.

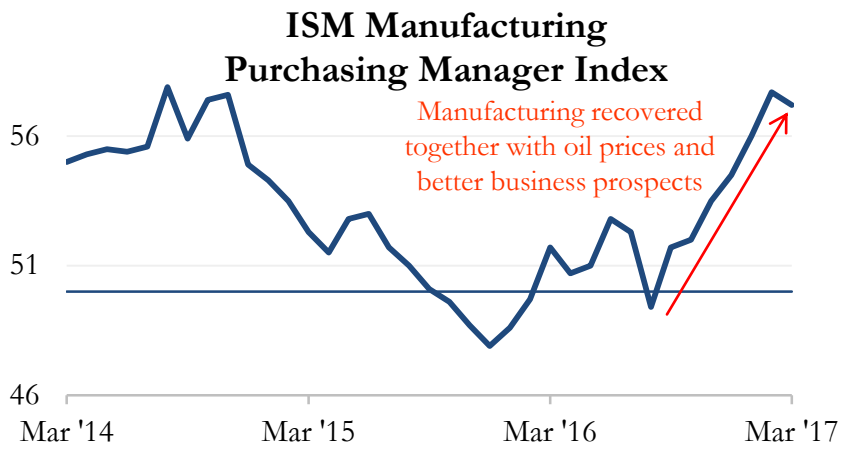


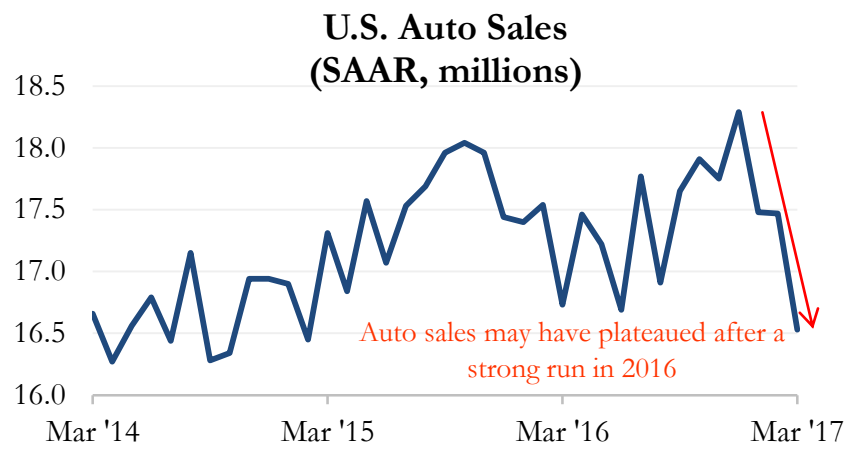
Source: Bloomberg, as of April 2017. SAAR is seasonally adjusted annualized rate.

The Sweet Spots of the U.S. Economy









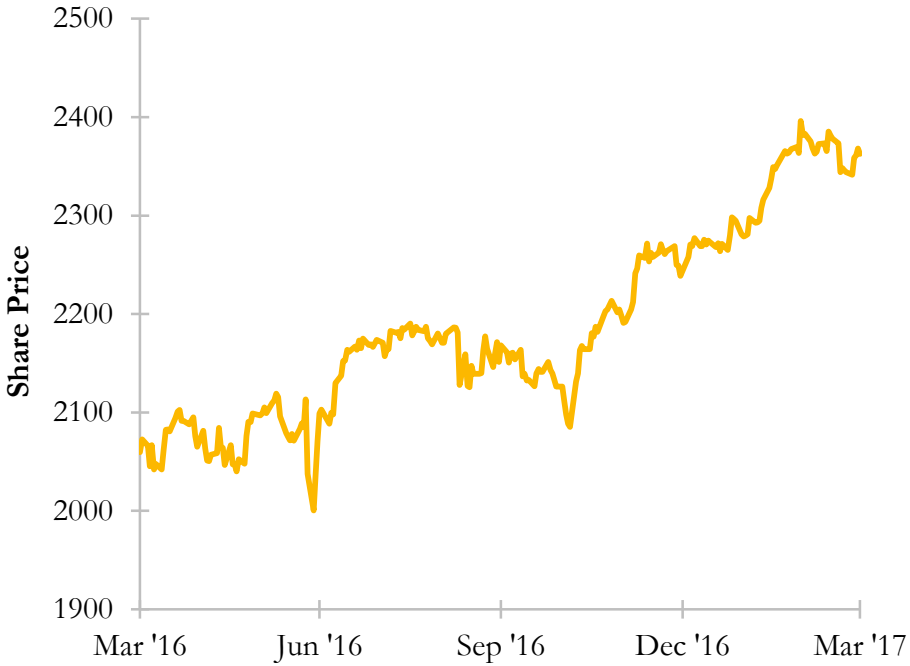
Source: Bloomberg, as of 03/31/17. SAAR is seasonally adjusted annualized rate.

Corporate Sector Optimism

- Corporate markets reflected improving credit fundamentals and optimism related to anticipated pro-business policies such as corporate tax reform and deregulation.
- After tightening to their narrowest levels since 2014, corporate yield spreads began to drift wider toward the end of the quarter.

Yield Spread Between the 1-5 U.S. Treasury Index and the Average of the 1-3 and 3-5 A-AAA Corporate Indices*

S&P 500 Index

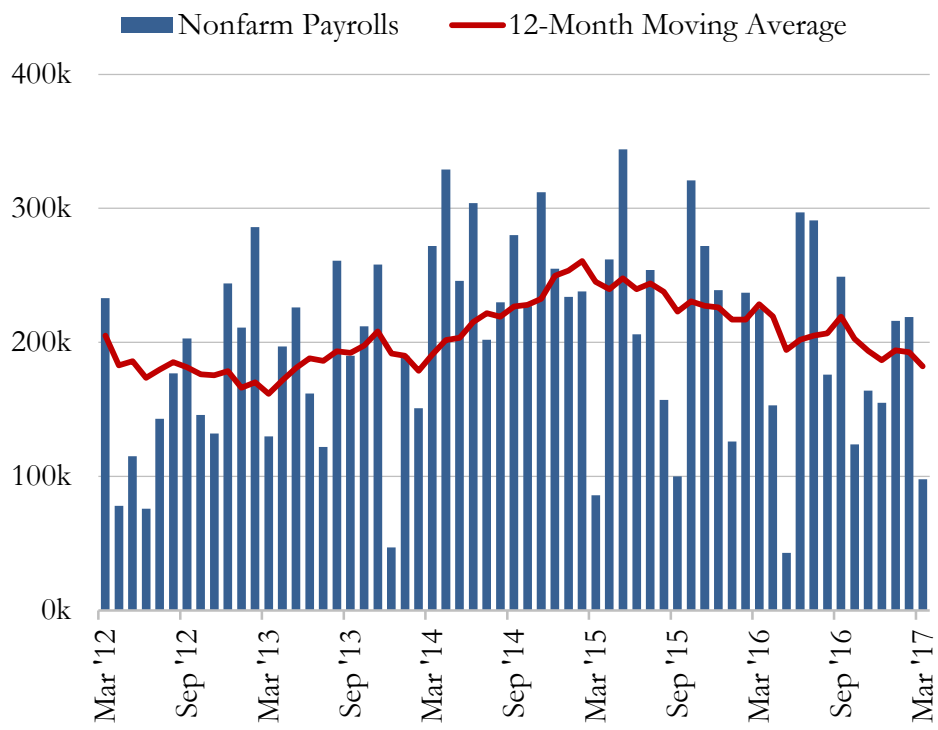


**Bank of America Merrill Lynch Indexes*
Source: Bloomberg, as of 03/31/17.

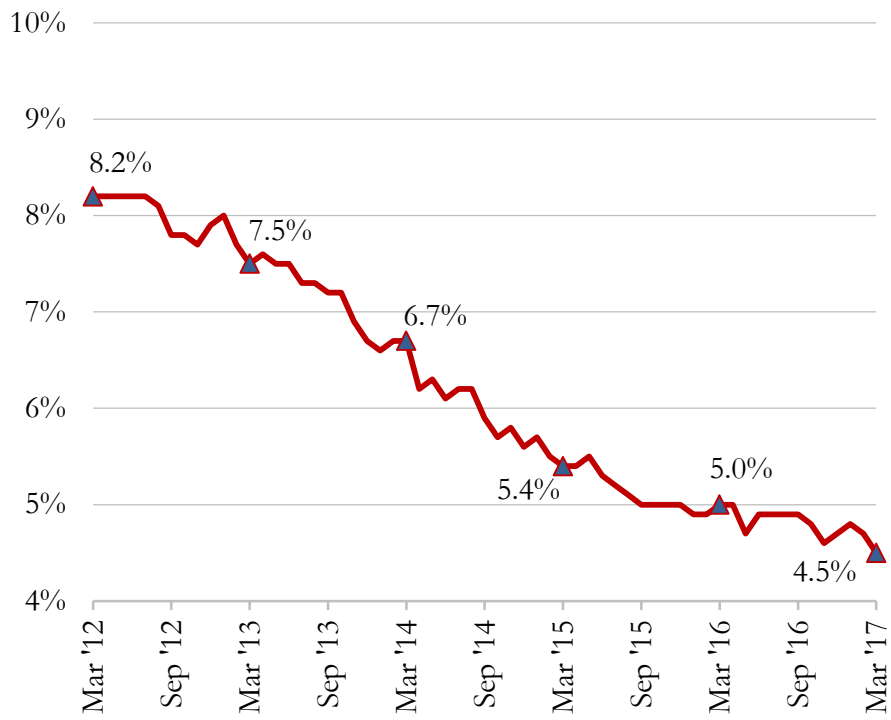
Labor Market

- The U.S. labor market created 98,000 jobs in March, below expectations of 180,000. Total jobs added during the first quarter were 533,000.
- During the quarter, the headline unemployment rate fell to 4.5%, while the U-6 rate, which includes underemployed and discouraged workers, dropped to 8.9%, the lowest since 2007.
- The growth rate of average hourly earnings – an important gauge of wage growth – averaged 2.7% over the past 12 months.

Monthly Change in Nonfarm Payrolls



Unemployment Rate



Source: Bloomberg, as of 03/31/17.

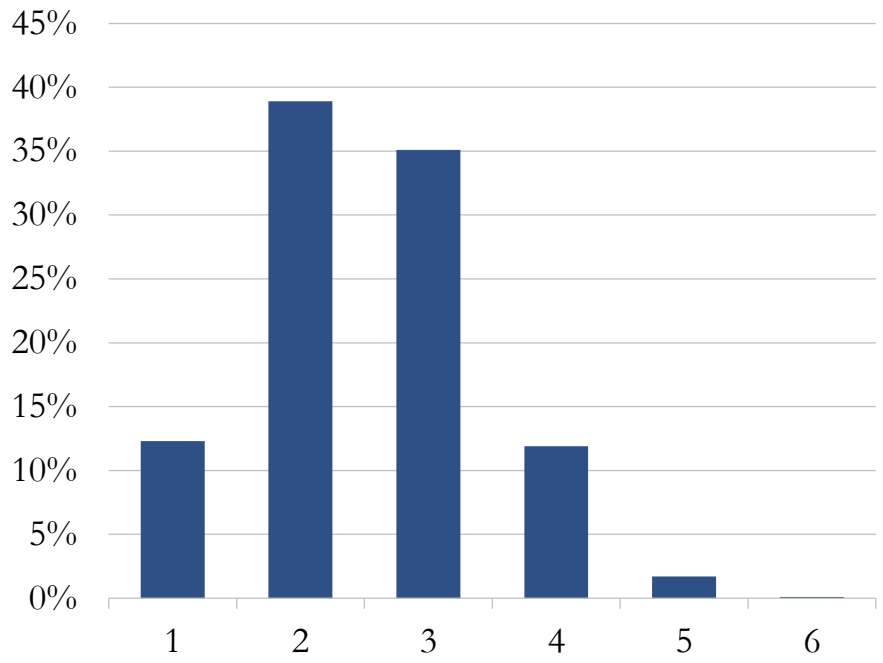
On the Horizon: Higher Rates

- The Federal Open Market Committee (the "FOMC") indicated on March 15th that it expects economic conditions to evolve in a manner that will warrant gradual increases in the federal funds rate.
- According to the "dot plot", Fed officials are expecting to see three rate hikes in 2017, which is aligned with current market expectations.

When Will the Next Rate Hike Occur?

Meeting	4/24/17
5/3/17	11%
6/14/17	69%
7/26/17	72%
9/20/17	84%
11/1/17	84%
12/31/17	88%
1/31/18	88%

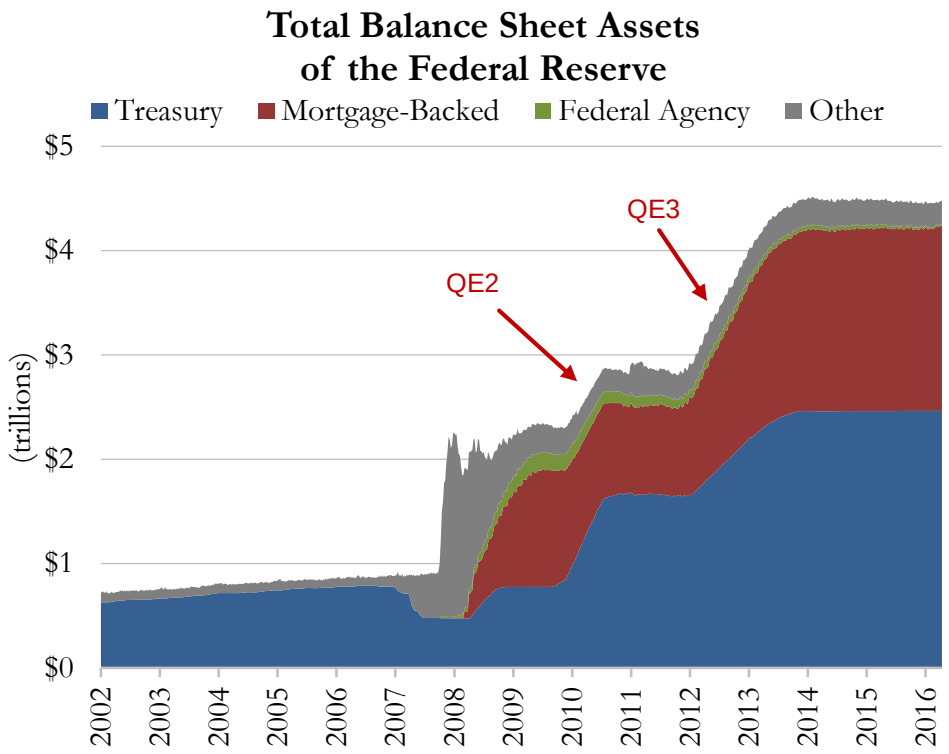
Market Implied Total Number of Rate Hikes Expected in 2017

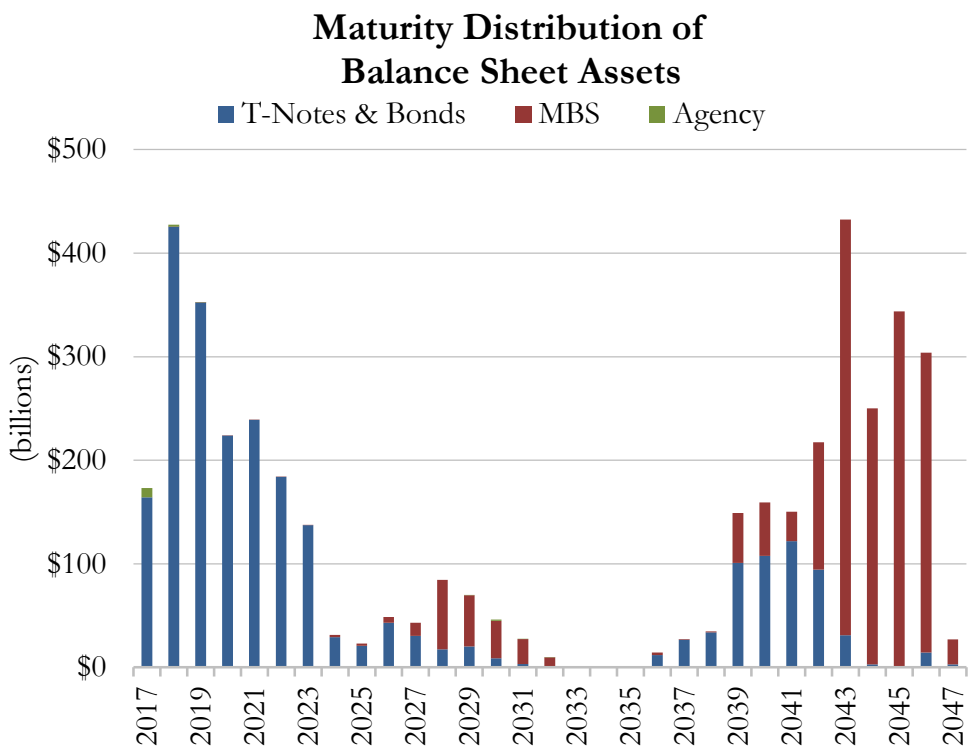


Source: Bloomberg and Federal Reserve.

FOMC Meeting Focus: Federal Reserve's Balance Sheet

- After multiple rounds of quantitative easing, the Federal Reserve's balance sheet has swelled from under $1 trillion to approximately $4.5 trillion.
- March meeting highlights: "participants agreed that reductions in the Federal Reserve's securities holdings should be gradual and predictable, and accomplished primarily by phasing out reinvestments… Most participants anticipated that gradual increases in the federal funds rate would continue and judged that a change to the Committee's reinvestment policy would likely be appropriate later this year."



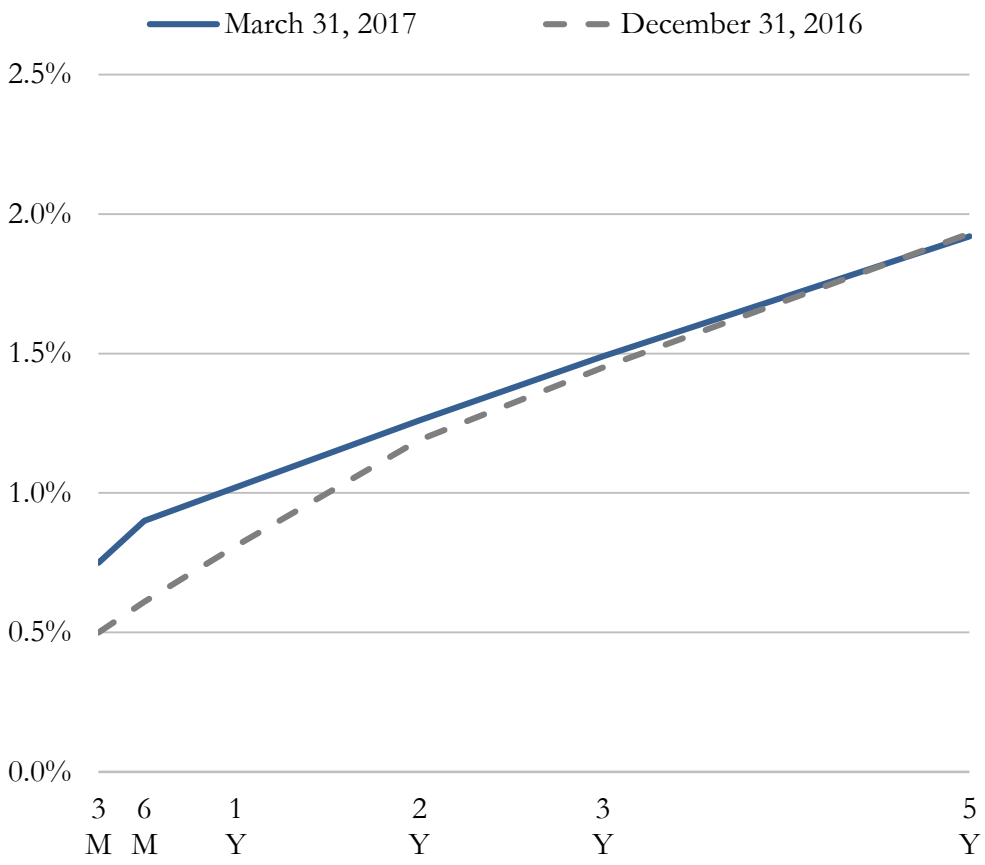


Source: Bloomberg, as of March 2017. SAAR is seasonally adjusted annualized rate.

Flattening Yield Curve

- Yields remained range-bound at the beginning of the quarter before rising strongly in anticipation of the March FOMC rate hike. Yields on the short-end of the curve ended the quarter higher, reflecting the rate hike, while long-term yields generally held steady.

U.S. Treasury Yield Curve



Yield Curve History

Maturity	12/31/16	3/31/17	Change
1-Mo.	0.42%	0.73%	+0.31%
3-Mo.	0.50%	0.75%	+0.25%
6-Mo.	0.61%	0.90%	+0.29%
1-Yr.	0.81%	1.02%	+0.21%
2-Yr.	1.19%	1.26%	+0.07%
3-Yr.	1.45%	1.49%	+0.04%
5-Yr.	1.93%	1.92%	-0.01%

Source: Bloomberg, as of 03/31/17.

Portfolio Review

Security Type	Original Cost	Market Value	% of Portfolio	In Compliance	Average Maturity	Average Yield
Cash Equivalents	$6,729,982	$6,729,982	9%	✓	1	0.00%
Money Market Funds	$8,409	$8,409	<1%	✓	1	0.27%
Investment Pools	$23,000,000	$22,981,047	30%	✓	1	0.78%
Total Liquidity	**$29,738,391**	**$29,719,438**	**38%**		**1**	**0.60%**
U.S. Treasury Notes	$10,133,078	$10,051,801	13%	✓	1,413	1.56%
Federal Agency Securities	$7,884,551	$7,860,067	10%	✓	791	1.42%
Supranational Securities	$1,691,556	$1,687,037	2%	✓	739	1.23%
Negotiable Certificates of Deposit	$7,719,267	$7,737,487	10%	✓	427	1.59%
Medium-Term Corporate Notes	$13,663,735	$13,461,997	17%	✓	864	2.01%
Asset-Backed Securities	$2,474,794	$2,473,876	3%	✓	1,441	1.69%
Commercial Paper	$4,331,985	$4,343,283	6%	✓	120	1.27%
Total Securities	**$47,898,965**	**$47,615,547**	**62%**		**856**	**1.64%**
Total Portfolio	**$77,637,356**	**$77,334,985**	**100%**		**528**	**1.24%**
Bonded Debt Portfolio	**$37,025,466**	**$37,025,466**				**0.34%**
Total	**$114,662,822**	**$114,360,451**				**0.95%**

Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days.
Percentages may not add up to 100% due to rounding.

Issuer	Original Cost	Market Value	% of Portfolio	% Permitted by Policy	In Compliance	Average Maturity	Average Yield
Cash Equivalents	**6,729,982**	**6,729,982**	**9%**			**1**	**0.00%**
Bank	6,729,982	6,729,982	9%	100%	✓	1	0.00%
Money Market Funds	**8,409**	**8,409**	**<1%**			**1**	**0.27%**
Wells Fargo	8,409	8,409	<1%	10%	✓	1	0.27%
Investment Pools	**23,000,000**	**22,981,047**	**30%**			**1**	**0.78%**
Local Agency Investment Fund	23,000,000	22,981,047	30%	$65 million	✓	1	0.78%
U.S. Treasury Notes	**10,133,078**	**10,051,801**	**13%**			**1413**	**1.56%**
U.S. Treasury	10,133,078	10,051,801	13%	100%	✓	1413	1.56%
Federal Agency Securities	**7,884,551**	**7,860,067**	**10%**			**791**	**1.42%**
FHLB	1,704,039	1,703,287	2%	100%	✓	641	1.25%
FNMA	6,180,512	6,156,780	8%	100%	✓	833	1.46%
Commercial Paper	**4,331,985**	**4,343,283**	**6%**			**120**	**1.27%**
Bank of Tokyo Mitsubishi CP	1,092,795	1,096,472	1%	5%	✓	101	1.32%
BNP Paribas	1,092,999	1,096,464	1%	5%	✓	101	1.29%
Credit Agricole SA	1,391,416	1,394,176	2%	5%	✓	129	1.25%
Rabobank	754,775	756,171	1%	5%	✓	158	1.20%
Negotiable Certificates of Deposit	**7,719,267**	**7,737,487**	**10%**			**427**	**1.59%**
Bank of Montreal Chicago	945,000	951,528	1%	5%	✓	678	1.90%
Bank of Nova Scotia (Houston)	1,150,000	1,150,086	1%	5%	✓	220	1.55%
Canadian Imperial Bank	939,267	945,202	1%	5%	✓	609	1.78%
HSBC USA	1,150,000	1,152,501	1%	5%	✓	231	0.97%
Nordea Bank	940,000	945,202	1%	5%	✓	609	1.74%
Royal Bank of Canada (New York)	695,000	695,845	1%	5%	✓	343	1.69%
Skandinaviska Enskilda NY	1,150,000	1,149,178	1%	5%	✓	230	1.48%
Svenska Handelsbanken	750,000	747,944	1%	5%	✓	650	1.91%

Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days. Per issuer limit.
Percentages may not add up to 100% due to rounding.

Issuer	Original Cost	Market Value	% of Portfolio	% Permitted by Policy	In Compliance	Average Maturity	Average Yield
Medium-Term Corporate Notes	**13,663,735**	**13,461,997**	**17%**			**864**	**2.01%**
American Express Company	429,553	430,651	<1%	5%	✓	1068	2.24%
American Honda Finance	299,574	300,737	<1%	5%	✓	1050	2.05%
Apple Inc.	1,566,302	1,576,934	2%	5%	✓	766	2.01%
Bank of New York	1,000,460	1,000,449	1%	5%	✓	1774	2.59%
Berkshire Hathaway	294,745	293,872	<1%	5%	✓	789	1.53%
General Electric	2,005,800	2,004,334	3%	5%	✓	367	1.52%
IBM	1,919,346	1,699,951	2%	5%	✓	563	1.88%
John Deere	979,224	983,182	1%	5%	✓	528	1.82%
JP Morgan Chase	1,986,282	2,001,869	3%	5%	✓	1028	2.36%
Toyota	1,560,577	1,572,382	2%	5%	✓	839	2.12%
Walt Disney Corporation	149,961	150,336	<1%	5%	✓	1069	1.96%
Wells Fargo	1,471,910	1,447,302	2%	5%	✓	1347	2.04%
Asset-Backed Securities	**2,474,794**	**2,473,876**	**3%**			**1441**	**1.69%**
Ally Auto	689,922	689,811	1%	5%	✓	1587	1.77%
CNH Equipment Trust	604,977	606,583	<1%	5%	✓	1202	1.80%
Ford Motor Credit	314,999	315,058	<1%	5%	✓	1537	1.67%
Hyundai Auto Receivables	684,916	682,988	1%	5%	✓	1489	1.56%
John Deere Owner Trust	179,980	179,437	<1%	5%	✓	1332	1.54%
Supranational Securities	**1,691,556**	**1,687,037**	**2%**			**739**	**1.23%**
Inter-American Development Bank	648,050	643,542	1%	100%	✓	773	1.10%
International Bank of Reconstruction and Development	1,043,506	1,043,494	1%	100%	✓	718	1.31%
Total	**77,637,356**	**77,334,985**				**528**	**1.24%**

Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days. Per issuer limit.
Percentages may not add up to 100% due to rounding.

Portfolio Recap

- Key drivers of market conditions in the first quarter included
  - Federal Reserve policy;
  - the inauguration of President Trump and the early rollout of various policies;
  - continued improvement in consumer confidence; and
  - further stock market appreciation.

- Our strategy is to maintain the portfolio duration close to the benchmark duration, unless we have a strong conviction that being shorter or longer will benefit the portfolio. At quarter end, we aligned the portfolio duration with the benchmark duration since market conditions were consistent with an economic outlook for moderate growth.

- Federal agency yield spreads remained historically tight throughout the quarter as demand continued to outpace supply.

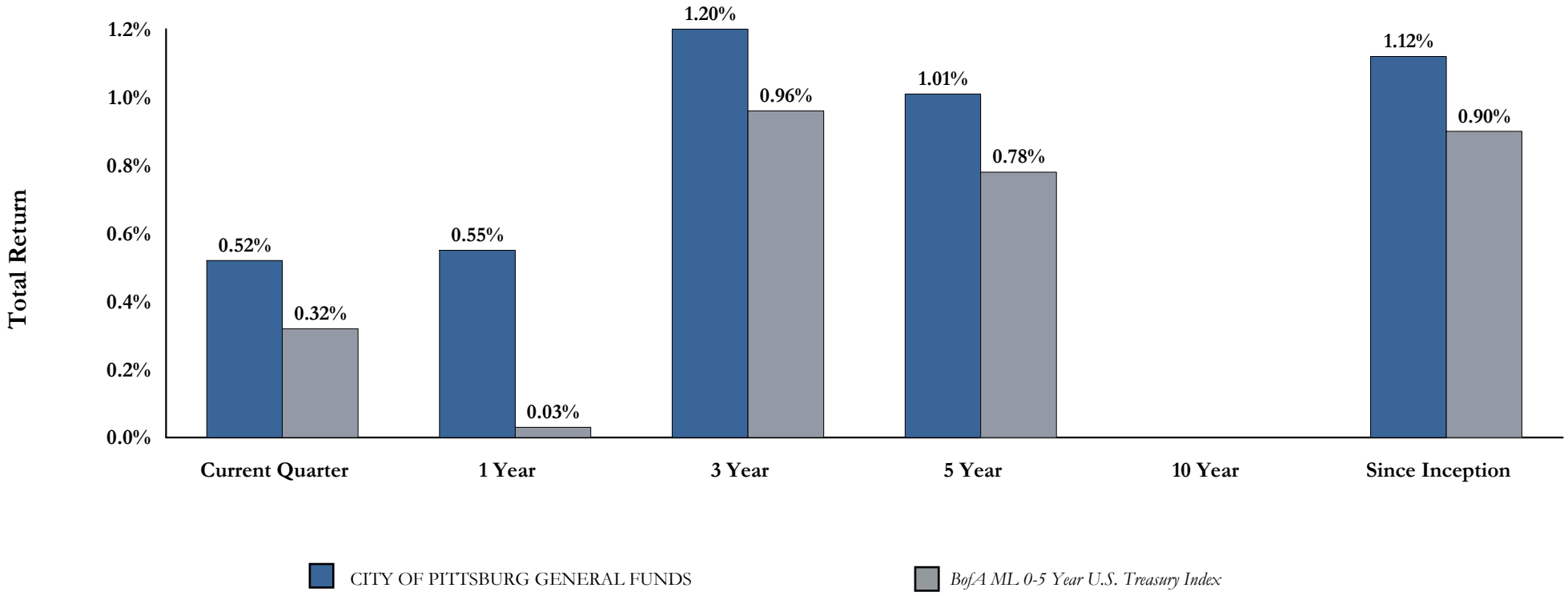
- We maintained corporate allocations as the sector continued to provide incremental income and benefit from "roll-down."

- We participated in a number of new asset-backed security (ABS) issues as AAA-rated tranches of high quality structures continued to offer good value.

- Yields on commercial paper (CP) and bank certificates of deposit (CDs) rose sharply in the second half of 2016 due to significant money market fund reforms. Although spreads narrowed after the March Fed rate hike, CP and CDs continued to offer excellent investment opportunities in short-term credit instruments.

Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Current Quarter	1 Year	Annualized Return			
				3 Year	5 Year	10 Year	Since Inception (09/30/10)*
CITY OF PITTSBURG GENERAL FUNDS	2.15	0.52%	0.55%	1.20%	1.01%	-	1.12%
BofA ML 0-5 Year U.S. Treasury Index	*2.16*	*0.32%*	*0.03%*	*0.96%*	*0.78%*	-	*0.90%*
Difference		0.20%	0.52%	0.24%	0.23%	-	0.22%



*Portfolio performance is gross of fees unless otherwise indicated. *Since Inception performance is not shown for periods less than one year.*

Portfolio Earnings

Quarter-Ended March 31, 2017

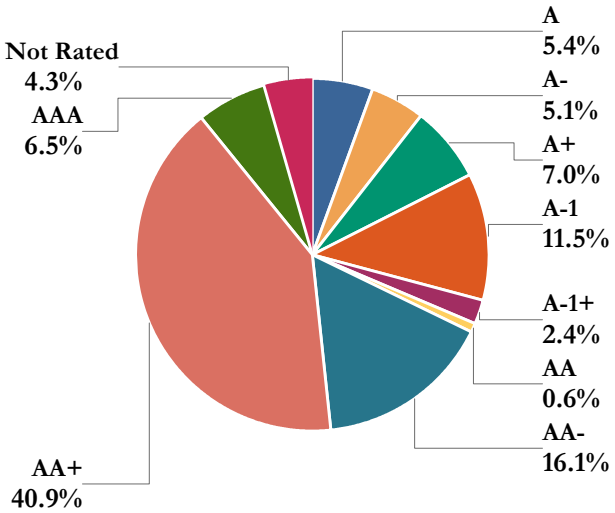
	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (12/31/2016)	$47,349,867.24	$47,471,408.95
Net Purchases/Sales	$222,870.54	$222,870.54
Change in Value	$42,808.81	($47,169.15)
Ending Value (03/31/2017)	$47,615,546.59	$47,647,110.34
Interest Earned	$205,053.53	$205,053.53
Portfolio Earnings	$247,862.34	$157,884.38

Portfolio Statistics

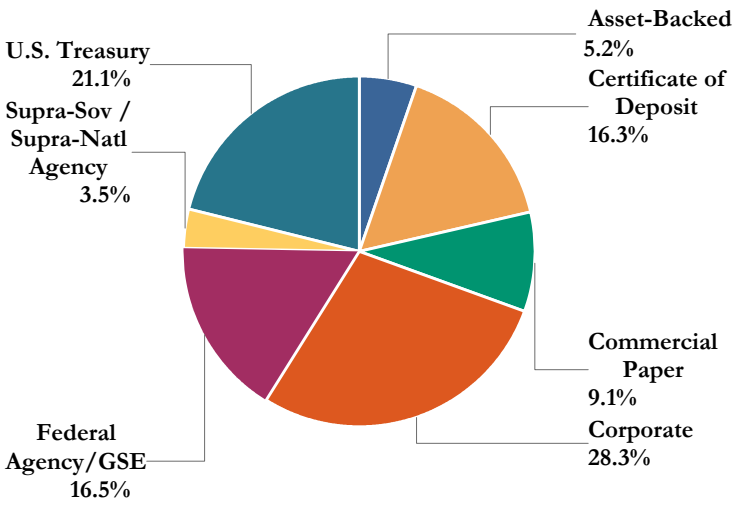
As of March 31, 2017

Par Value:	47,460,000
Total Market Value:	47,842,314
Security Market Value:	47,615,547
Accrued Interest:	218,360
Cash:	8,408
PFM	-
Amortized Cost:	47,647,110
Yield at Market:	1.60%
Yield at Cost:	1.64%
Effective Duration:	2.15 Years
Duration to Worst:	2.18 Years
Average Maturity:	2.34 Years
Average Credit: *	AA

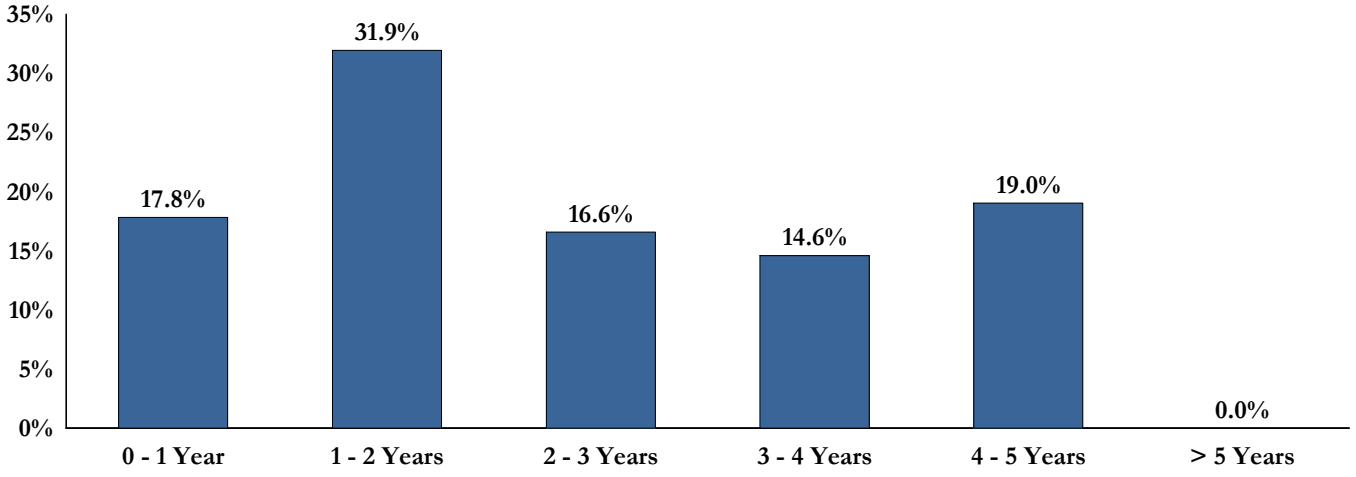
Credit Quality (S&P Ratings)



Sector Allocation



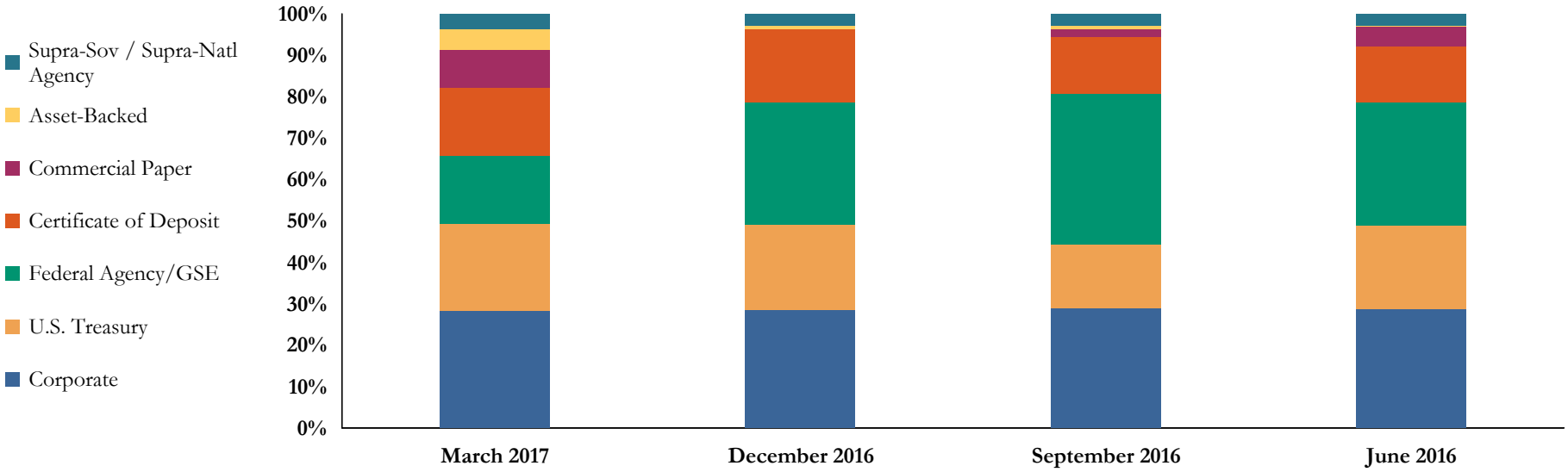
Maturity Distribution



** An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.*

Sector Allocation

Sector	March 31, 2017 MV ($MM)	March 31, 2017 % of Total	December 31, 2016 MV ($MM)	December 31, 2016 % of Total	September 30, 2016 MV ($MM)	September 30, 2016 % of Total	June 30, 2016 MV ($MM)	June 30, 2016 % of Total
Corporate	13.5	28.3%	13.5	28.6%	13.7	28.8%	13.6	28.7%
U.S. Treasury	10.1	21.1%	9.7	20.5%	7.4	15.5%	9.6	20.2%
Federal Agency/GSE	7.9	16.5%	14.0	29.6%	17.3	36.5%	14.1	29.6%
Certificate of Deposit	7.7	16.3%	8.3	17.6%	6.5	13.6%	6.5	13.6%
Commercial Paper	4.3	9.1%	0.0	0.0%	0.9	1.9%	2.3	4.8%
Asset-Backed	2.5	5.2%	0.5	1.0%	0.5	1.0%	0.1	0.3%
Supra-Sov / Supra-Natl Agency	1.7	3.5%	1.3	2.7%	1.3	2.7%	1.3	2.8%
Total	**$47.6**	**100.0%**	**$47.3**	**100.0%**	**$47.5**	**100.0%**	**$47.5**	**100.0%**

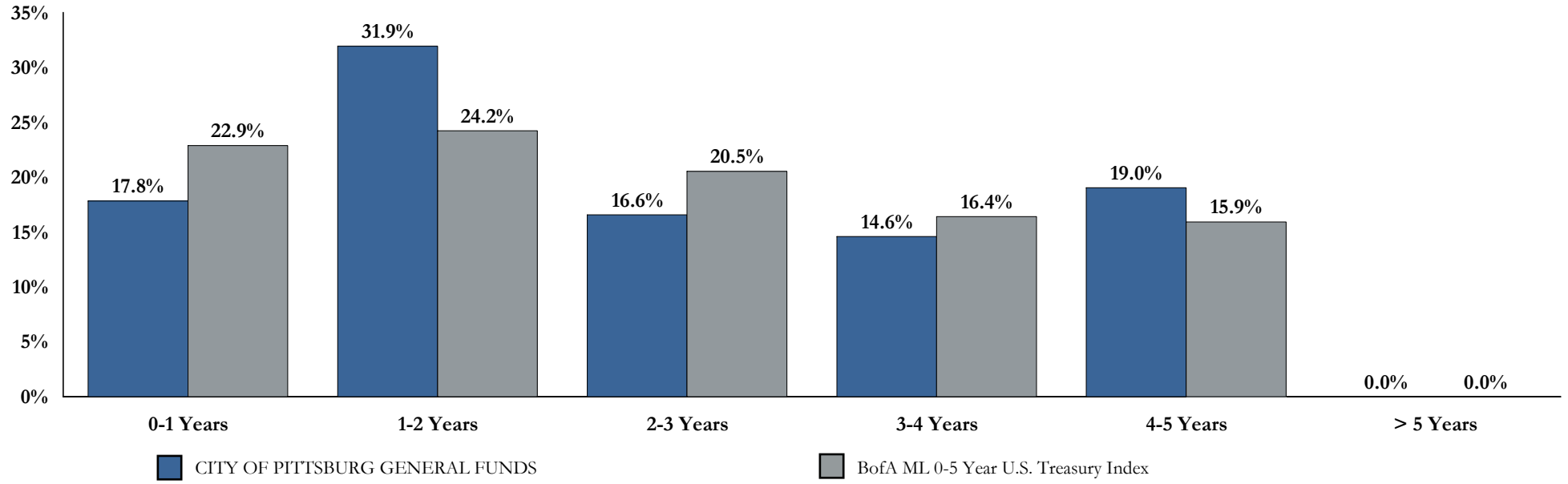


Detail may not add to total due to rounding.

Maturity Distribution

As of March 31, 2017

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF PITTSBURG GENERAL FUNDS	1.60%	2.34 yrs	17.8%	31.9%	16.6%	14.6%	19.0%	0.0%
BofA ML 0-5 Year U.S. Treasury Index	*1.37%*	*2.31 yrs*	*22.9%*	*24.2%*	*20.5%*	*16.4%*	*15.9%*	*0.0%*



Sector/Issuer Distribution

As of March 31, 2017

Sector / Issuer	Market Value ($)	% of Sector	% of Total Portfolio
Asset-Backed			
ALLY AUTO RECEIVABLES TRUST	689,811	27.9%	1.4%
CNH EQUIPMENT TRUST	606,583	24.5%	1.3%
FORD CREDIT AUTO OWNER TRUST	315,058	12.7%	0.7%
HYUNDAI AUTO RECEIVABLES	682,988	27.6%	1.4%
JOHN DEERE OWNER TRUST	179,437	7.3%	0.4%
Sector Total	**2,473,876**	**100.0%**	**5.2%**
Certificate of Deposit			
BANK OF MONTREAL	951,528	12.3%	2.0%
BANK OF NOVA SCOTIA	1,150,086	14.9%	2.4%
CANADIAN IMPERIAL BANK OF COMMERCE	945,202	12.2%	2.0%
HSBC HOLDINGS PLC	1,152,501	14.9%	2.4%
NORDEA BANK AB	945,202	12.2%	2.0%
ROYAL BANK OF CANADA	695,845	9.0%	1.5%
SKANDINAVISKA ENSKIDA BANKEN AB	1,149,178	14.9%	2.4%
SVENSKA HANDELSBANKEN	747,944	9.7%	1.6%
Sector Total	**7,737,487**	**100.0%**	**16.2%**
Commercial Paper			
BNP PARIBAS	1,096,464	25.2%	2.3%

Sector / Issuer	Market Value ($)	% of Sector	% of Total Portfolio
CREDIT AGRICOLE SA	1,394,176	32.1%	2.9%
MITSUBISHI UFJ FINANCIAL GROUP INC	1,096,472	25.2%	2.3%
RABOBANK NEDERLAND	756,171	17.4%	1.6%
Sector Total	**4,343,283**	**100.0%**	**9.1%**
Corporate			
AMERICAN EXPRESS CO	430,651	3.2%	0.9%
AMERICAN HONDA FINANCE	300,737	2.2%	0.6%
APPLE INC	1,576,934	11.7%	3.3%
BANK OF NEW YORK CO INC	1,000,449	7.4%	2.1%
BERKSHIRE HATHAWAY INC	293,872	2.2%	0.6%
DEERE & COMPANY	983,182	7.3%	2.1%
GENERAL ELECTRIC CO	2,004,334	14.9%	4.2%
IBM CORP	1,699,951	12.6%	3.6%
JP MORGAN CHASE & CO	2,001,869	14.9%	4.2%
THE WALT DISNEY CORPORATION	150,336	1.1%	0.3%
TOYOTA MOTOR CORP	1,572,382	11.7%	3.3%
WELLS FARGO & COMPANY	1,447,302	10.8%	3.0%
Sector Total	**13,461,997**	**100.0%**	**28.3%**
Federal Agency/GSE			
FANNIE MAE	6,156,780	78.3%	12.9%
FEDERAL HOME LOAN BANKS	1,703,287	21.7%	3.6%

Sector / Issuer	Market Value ($)	% of Sector	% of Total Portfolio
Sector Total	**7,860,067**	**100.0%**	**16.5%**
Supra-Sov / Supra-Natl Agency			
INTER-AMERICAN DEVELOPMENT BANK	643,542	38.1%	1.4%
INTL BANK OF RECONSTRUCTION AND DEV	646,475	38.3%	1.4%
INTL BANK OR RECONSTRUCTION AND DEV	397,019	23.5%	0.8%
Sector Total	**1,687,037**	**100.0%**	**3.5%**
U.S. Treasury			
UNITED STATES TREASURY	10,051,801	100.0%	21.1%
Sector Total	**10,051,801**	**100.0%**	**21.1%**
Portfolio Total	**47,615,547**	**100.0%**	**100.0%**

Investment Strategy Outlook

- We anticipate the Federal Open Market Committee (FOMC) to remain on track to make two additional rate hikes in 2017, matching the three hikes projected for 2017 by the FOMC's "dot plot." In addition, a potential reduction in the size of the Federal Reserve's balance sheet later in the year could have significant implications for the markets.
- As the market awaits clarity on policies proposed and enacted by the Trump administration, financial markets (both bonds and equities) may become more range-bound.
- Since yields are currently stable and we expect no action at the next FOMC meeting in May, we are targeting the portfolio duration to closely match that of the benchmark. We will continue to revisit this position regularly, especially in light of the potential for higher yields later in the year.
- Agency yield spreads over Treasuries continue to remain historically narrow. As a result, our strategy will generally favor U.S. Treasuries over agencies unless specific issues offer identifiable value.
- Our strategy favors broad allocation to various credit sectors, including corporate notes, commercial paper, negotiable bank CDs, and asset-backed securities.
- Although yield spreads on corporate securities drifted wider at the end of the first quarter, they remain near multi-year lows.
- We will continue to evaluate opportunities in the agency MBS and ABS sectors, purchasing those issues we believe are well structured, offer adequate yield spreads, and which have limited extension and headline risk from Fed balance sheet tapering.
- Yields on commercial paper and negotiable CDs continue to offer significant yield pickup relative to short-term government securities.
- We will continue to monitor incoming economic data, Fed policy, and sector relationships to identify market opportunities. This will include assessing the impact of additional policies put forth by the Trump administration.

Transactions & Account Holdings

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt ($)	Yield at Market	Realized G/L (BV)
BUY									
1/3/17	1/5/17	850,000	912828Q78	US TREASURY NOTES	1.37%	4/30/21	835,197.28	1.86%	
1/10/17	1/11/17	1,100,000	06538BUA9	BANK TOKYO-MIT UFJ NY COMM PAPER	0.00%	7/10/17	1,092,795.00	1.32%	
1/10/17	1/12/17	1,100,000	09659BUA6	BNP PARIBAS NY BRANCH COMM PAPER	0.00%	7/10/17	1,092,999.11	1.29%	
1/10/17	1/12/17	750,000	86958JHB8	SVENSKA HANDELSBANKEN NY LT CD	1.89%	1/10/19	750,000.00	1.91%	
1/18/17	1/25/17	315,000	34531EAD8	FORDO 2017-A A3	1.67%	6/15/21	314,998.83	1.67%	
1/24/17	1/31/17	120,000	02007PAC7	ALLYA 2017-1 A3	1.70%	6/15/21	119,989.51	1.70%	
2/1/17	2/3/17	835,000	912828Q78	US TREASURY NOTES	1.37%	4/30/21	821,508.74	1.86%	
2/7/17	2/10/17	1,400,000	22533TV78	CREDIT AGRICOLE CIB NY COMM PAPER	0.00%	8/7/17	1,391,416.44	1.25%	
2/7/17	2/10/17	1,000,000	06406RAA5	BANK OF NY MELLON CORP NOTES	2.60%	2/7/22	1,000,676.67	2.59%	
2/8/17	2/9/17	945,000	06427KRC3	BANK OF MONTREAL CHICAGO CERT DEPOS	1.88%	2/7/19	945,000.00	1.90%	
2/9/17	2/9/17	760,000	21687AW58	COOPERATIEVE RABOBANK UA COMM PAPER	0.00%	9/5/17	754,774.58	1.20%	
2/13/17	2/16/17	300,000	02665WBM2	AMERICAN HONDA FINANCE	2.00%	2/14/20	299,574.00	2.05%	
2/22/17	3/2/17	95,000	47787XAC1	JDOT 2017-A A3	1.78%	4/15/21	94,986.47	1.79%	
2/24/17	2/28/17	605,000	3135G0T29	FNMA NOTES	1.50%	2/28/20	604,612.80	1.52%	
2/28/17	3/3/17	430,000	0258M0EE5	AMERICAN EXPRESS CREDIT CORP NOTES	2.20%	3/3/20	429,552.80	2.24%	
3/1/17	3/6/17	150,000	25468PDP8	WALT DISNEY COMPANY CORP NOTES	1.95%	3/4/20	149,961.00	1.96%	
3/14/17	3/21/17	395,000	459058FZ1	INTL BK RECON & DEVELOP NOTES	1.87%	4/21/20	394,656.35	1.90%	
3/14/17	3/16/17	500,000	912828T67	US TREASURY NOTES	1.25%	10/31/21	483,754.32	2.10%	
3/15/17	3/22/17	605,000	12636WAB2	CNH EQUIPMENT TRUST POOL	1.64%	7/15/20	604,976.77	1.80%	
3/21/17	3/29/17	570,000	02007HAC5	ALLYA 2017-2 A3	1.78%	8/15/21	569,932.80	1.79%	
3/22/17	3/29/17	305,000	44931PAD8	HART 2017-A A3	1.76%	8/15/21	304,975.33	1.76%	
3/23/17	3/24/17	800,000	3130AAXX1	FEDERAL HOME LOAN BANK AGENCY	1.37%	3/18/19	800,379.78	1.38%	
Total BUY		**13,930,000**					**13,856,718.58**		

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt ($)	Yield at Market	Realized G/L (BV)
INTEREST									
1/4/17	1/4/17	0	MONEY0002	MONEY MARKET FUND			1.02		
1/4/17	1/4/17	0	47788NAC2	JOHN DEERE ABS 2016-B A3	1.25%	6/15/20	0.80		
1/8/17	1/8/17	200,000	24422ETE9	JOHN DEERE CAPITAL CORP NOTE	1.95%	1/8/19	1,950.00		
1/15/17	1/15/17	135,000	44930UAD8	HYUNDAI ABS 2016-A A3	1.56%	9/15/20	175.50		
1/15/17	1/15/17	85,000	47788NAC2	JOHN DEERE ABS 2016-B A3	1.25%	6/15/20	88.54		
1/15/17	1/15/17	245,000	44891EAC3	HYUNDAI AUTO RECEIVABLES TRUST	1.29%	4/15/21	263.38		
1/16/17	1/16/17	535,000	3130AAE46	FHLB NOTES	1.25%	1/16/19	705.90		
1/18/17	1/18/17	1,560,000	89236TBP9	TOYOTA MOTOR CREDIT CORP NOTES	2.12%	7/18/19	16,575.00		
1/19/17	1/19/17	650,000	459058FE8	INTL BANK OF RECON AND DEV SN NOTES	0.87%	7/19/18	2,847.00		
1/23/17	1/23/17	1,995,000	46625HKA7	JPMORGAN CHASE & CO (CALLABLE)	2.25%	1/23/20	22,443.75		
1/28/17	1/28/17	1,300,000	3137EADJ5	FREDDIE MAC GLOBAL NOTES	1.00%	7/28/17	6,500.00		
1/31/17	1/31/17	1,135,000	912828WY2	US TREASURY N/B	2.25%	7/31/21	12,768.75		
1/31/17	1/31/17	800,000	912828XM7	US TREASURY NOTES	1.62%	7/31/20	6,500.00		
2/1/17	2/1/17	0	MONEY0002	MONEY MARKET FUND			3.77		
2/2/17	2/2/17	1,175,000	3135G0N33	FNMA BENCHMARK NOTE	0.87%	8/2/19	5,140.63		
2/10/17	2/10/17	780,000	24422ETA7	JOHN DEERE CAPITAL CORP NOTE	1.75%	8/10/18	6,825.00		
2/15/17	2/15/17	145,000	084664CK5	BERKSHIRE HATHAWAY INC CORPORATE NOTES	1.30%	8/15/19	942.50		
2/15/17	2/15/17	315,000	34531EAD8	FORDO 2017-A A3	1.67%	6/15/21	292.24		
2/15/17	2/15/17	120,000	02007PAC7	ALLYA 2017-1 A3	1.70%	6/15/21	85.00		
2/15/17	2/15/17	245,000	44891EAC3	HYUNDAI AUTO RECEIVABLES TRUST	1.29%	4/15/21	263.38		
2/15/17	2/15/17	135,000	44930UAD8	HYUNDAI ABS 2016-A A3	1.56%	9/15/20	175.50		
2/15/17	2/15/17	85,000	47788NAC2	JOHN DEERE ABS 2016-B A3	1.25%	6/15/20	88.54		
2/17/17	2/17/17	425,000	3135G0N82	FNMA NOTES	1.25%	8/17/21	2,626.74		
2/17/17	2/17/17	400,000	3135G0N82	FNMA NOTES	1.25%	8/17/21	2,472.22		
2/17/17	2/17/17	1,150,000	40428AR41	HSBC BANK USA NA FLOATING CERT DEPOS	1.63%	11/17/17	4,397.22		
2/19/17	2/19/17	1,955,000	3135G0ZA4	FANNIE MAE BENCHMARK NOTE	1.87%	2/19/19	18,328.13		
2/26/17	2/26/17	675,000	3135G0J53	FNMA BENCHMARK NOTE	1.00%	2/26/19	3,375.00		
2/28/17	2/28/17	1,000,000	912828B90	US TREASURY NOTES	2.00%	2/28/21	10,000.00		

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt ($)	Yield at Market	Realized G/L (BV)
2/28/17	2/28/17	200,000	912828UQ1	US TREASURY NOTES	1.25%	2/29/20	1,250.00		
2/28/17	2/28/17	1,225,000	912828D72	US TREASURY NOTES	2.00%	8/31/21	12,250.00		
3/1/17	3/1/17	0	MONEY0002	MONEY MARKET FUND			4.61		
3/9/17	3/9/17	695,000	78009NZZ2	ROYAL BANK OF CANADA NY CD	1.70%	3/9/18	5,907.50		
3/15/17	3/15/17	135,000	44930UAD8	HYUNDAI ABS 2016-A A3	1.56%	9/15/20	175.50		
3/15/17	3/15/17	120,000	02007PAC7	ALLYA 2017-1 A3	1.70%	6/15/21	170.00		
3/15/17	3/15/17	245,000	44891EAC3	HYUNDAI AUTO RECEIVABLES TRUST	1.29%	4/15/21	263.38		
3/15/17	3/15/17	315,000	34531EAD8	FORDO 2017-A A3	1.67%	6/15/21	438.38		
3/15/17	3/15/17	85,000	47788NAC2	JOHN DEERE ABS 2016-B A3	1.25%	6/15/20	88.54		
3/15/17	3/15/17	150,000	084664CG4	BERKSHIRE HATHAWAY INC NOTES	1.70%	3/15/19	1,275.00		
Total INTEREST		**20,415,000**					**147,658.42**		

SELL

1/3/17	1/5/17	850,000	3135G0WJ8	FANNIE MAE GLOBAL NOTES	0.87%	5/21/18	848,393.03	1.09%	3,379.85
1/10/17	1/12/17	1,150,000	86958DH54	SVENSKA HANDELSBANKEN NY FLT CERT DEPOS	1.50%	8/24/17	1,153,752.57	1.15%	1,644.50
1/10/17	1/11/17	100,000	3137EADJ5	FREDDIE MAC GLOBAL NOTES	1.00%	7/28/17	100,632.78	0.67%	183.52
1/10/17	1/12/17	700,000	3137EADJ5	FREDDIE MAC GLOBAL NOTES	1.00%	7/28/17	704,441.89	0.67%	1,277.51
1/10/17	1/11/17	445,000	912828SS0	US TREASURY NOTES	0.87%	4/30/17	446,226.40	0.54%	332.43
1/10/17	1/11/17	530,000	3135G0JA2	FNMA NOTES	1.12%	4/27/17	532,047.13	0.60%	520.14
1/18/17	1/25/17	255,000	3135G0N33	FNMA BENCHMARK NOTE	0.87%	8/2/19	252,662.89	1.42%	(3,048.78)
1/24/17	1/31/17	125,000	3135G0J53	FNMA BENCHMARK NOTE	1.00%	2/26/19	124,803.19	1.29%	(531.04)
2/1/17	2/3/17	800,000	3135G0ZA4	FANNIE MAE BENCHMARK NOTE	1.87%	2/19/19	815,449.33	1.34%	5,248.10
2/7/17	2/10/17	1,400,000	06406HCJ6	BANK OF NEW YORK MELLON (CALLABLE)	1.35%	3/6/18	1,407,273.00	1.40%	3,112.89
2/7/17	2/10/17	335,000	3135G0N82	FNMA NOTES	1.25%	8/17/21	327,679.41	1.89%	(8,269.35)
2/7/17	2/10/17	665,000	3135G0N82	FNMA NOTES	1.25%	8/17/21	650,468.09	1.89%	(16,035.52)
2/8/17	2/9/17	1,150,000	05574BFW5	BMO HARRIS BANK NA CD	1.00%	4/24/17	1,165,737.11	0.75%	563.50
2/9/17	2/9/17	510,000	3135G0WJ8	FANNIE MAE GLOBAL NOTES	0.87%	5/21/18	510,196.78	0.99%	2,526.73
2/13/17	2/16/17	300,000	912828UQ1	US TREASURY NOTES	1.25%	2/29/20	299,512.41	1.50%	426.74

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt ($)	Yield at Market	Realized G/L (BV)
2/24/17	2/28/17	605,000	912828K58	US TREASURY NOTES	1.37%	4/30/20	605,890.61	1.47%	(4,269.69)
2/28/17	3/3/17	555,000	0258M0DZ9	AMERICAN EXP CREDIT CORP NT (CALLABLE)	1.87%	11/5/18	559,359.99	1.77%	977.23
3/1/17	3/2/17	10,000	912828UQ1	US TREASURY NOTES	1.25%	2/29/20	9,903.02	1.59%	(9.93)
3/1/17	3/6/17	25,000	912828UQ1	US TREASURY NOTES	1.25%	2/29/20	24,762.91	1.58%	(23.64)
3/14/17	3/16/17	500,000	3137EADJ5	FREDDIE MAC GLOBAL NOTES	1.00%	7/28/17	500,801.67	0.92%	146.79
3/14/17	3/21/17	395,000	912828K58	US TREASURY NOTES	1.37%	4/30/20	392,810.61	1.74%	(5,845.45)
3/15/17	3/20/17	605,000	3130A8BD4	FEDERAL HOME LOAN BANKS AGCY	0.87%	6/29/18	603,039.04	1.29%	(2,258.14)
3/22/17	3/29/17	850,000	3135G0N33	FNMA BENCHMARK NOTE	0.87%	8/2/19	839,940.60	1.45%	(10,119.08)
3/23/17	3/24/17	800,000	3137EADJ5	FREDDIE MAC GLOBAL NOTES	1.00%	7/28/17	801,588.44	0.87%	361.73
3/24/17	3/29/17	10,000	912828UQ1	US TREASURY NOTES	1.25%	2/29/20	9,934.46	1.51%	10.23
Total SELL		**13,670,000**					**13,687,307.36**		**-29,698.73**

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2017**

CITY OF PITTSBURG GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/28/2013 1.250% 02/29/2020	912828UQ1	155,000.00	AA+	Aaa	11/05/15	11/09/15	153,062.50	1.55	168.48	153,676.45	153,892.06
US TREASURY NOTES DTD 05/31/2013 1.375% 05/31/2020	912828VF4	1,165,000.00	AA+	Aaa	12/02/15	12/04/15	1,155,670.90	1.56	5,368.92	1,158,356.89	1,157,673.32
US TREASURY NOTES DTD 07/01/2013 1.875% 06/30/2020	912828VJ6	1,300,000.00	AA+	Aaa	09/01/15	09/03/15	1,322,597.66	1.50	6,127.42	1,315,403.13	1,311,883.30
US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	800,000.00	AA+	Aaa	03/30/16	03/31/16	813,281.25	1.23	2,154.70	810,279.64	800,093.60
US TREASURY NOTES DTD 02/28/2014 2.000% 02/28/2021	912828B90	1,000,000.00	AA+	Aaa	10/03/16	10/05/16	1,036,406.25	1.15	1,739.13	1,032,445.35	1,008,750.00
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828Q78	835,000.00	AA+	Aaa	02/01/17	02/03/17	818,495.70	1.86	4,820.86	819,090.65	820,974.51
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828Q78	850,000.00	AA+	Aaa	01/03/17	01/05/17	833,066.41	1.86	4,907.46	833,968.42	835,722.55
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828Q78	1,110,000.00	AA+	Aaa	06/27/16	06/29/16	1,130,465.63	0.98	6,408.56	1,127,329.89	1,091,355.33
US TREASURY N/B DTD 07/31/2014 2.250% 07/31/2021	912828WY2	1,135,000.00	AA+	Aaa	11/22/16	11/23/16	1,159,118.75	1.78	4,232.73	1,157,379.82	1,153,665.08
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	1,225,000.00	AA+	Aaa	12/01/16	12/05/16	1,229,306.64	1.92	2,130.43	1,229,039.50	1,231,795.08
US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	500,000.00	AA+	Aaa	03/14/17	03/16/17	481,406.25	2.10	2,624.31	481,576.81	485,996.00
Security Type Sub-Total		**10,075,000.00**					**10,132,877.94**	**1.57**	**40,683.00**	**10,118,546.55**	**10,051,800.83**
Supra-National Agency Bond / Note											
INTL BANK OF RECON AND DEV SN NOTES DTD 04/19/2016 0.875% 07/19/2018	459058FE8	650,000.00	AAA	Aaa	04/12/16	04/19/16	648,849.50	0.95	1,137.50	649,331.43	646,475.05
INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	650,000.00	AAA	Aaa	04/05/16	04/12/16	648,050.00	1.10	2,491.67	648,654.75	643,542.25

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2017**

CITY OF PITTSBURG GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supra-National Agency Bond / Note											
INTL BK RECON & DEVELOP NOTES DTD 03/21/2017 1.875% 04/21/2020	459058FZ1	395,000.00	AAA	Aaa	03/14/17	03/21/17	394,656.35	1.90	205.73	394,659.51	397,019.24
Security Type Sub-Total		**1,695,000.00**					**1,691,555.85**	**1.23**	**3,834.90**	**1,692,645.69**	**1,687,036.54**
Federal Agency Bond / Note											
FEDERAL HOME LOAN BANKS AGCY DTD 05/27/2016 0.875% 06/29/2018	3130A8BD4	370,000.00	AA+	Aaa	05/26/16	05/27/16	369,108.30	0.99	827.36	369,466.34	368,569.95
FANNIE MAE GLOBAL NOTES DTD 10/01/2013 1.625% 11/27/2018	3135G0YT4	1,775,000.00	AA+	Aaa	11/03/14	11/04/14	1,783,750.75	1.50	9,935.07	1,778,630.76	1,785,859.45
FHLB NOTES DTD 12/08/2016 1.250% 01/16/2019	3130AAE46	535,000.00	AA+	Aaa	12/07/16	12/08/16	534,978.60	1.25	1,393.23	534,980.28	534,488.54
FANNIE MAE BENCHMARK NOTE DTD 01/13/2014 1.875% 02/19/2019	3135G0ZA4	1,955,000.00	AA+	Aaa	08/01/14	08/04/14	1,972,907.80	1.66	4,276.56	1,962,590.93	1,974,684.90
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	675,000.00	AA+	Aaa	02/19/16	02/23/16	673,407.00	1.08	656.25	673,986.45	670,588.20
FEDERAL HOME LOAN BANK AGENCY DTD 03/10/2017 1.375% 03/18/2019	3130AAXX1	800,000.00	AA+	Aaa	03/23/17	03/24/17	799,952.00	1.38	397.22	799,952.49	800,228.80
FNMA BENCHMARK NOTE DTD 08/02/2016 0.875% 08/02/2019	3135G0N33	325,000.00	AA+	Aaa	07/29/16	08/02/16	324,454.00	0.93	466.06	324,573.56	320,781.50
FNMA NOTES DTD 02/28/2017 1.500% 02/28/2020	3135G0T29	605,000.00	AA+	Aaa	02/24/17	02/28/17	604,612.80	1.52	781.46	604,623.83	603,543.77
FNMA NOTES DTD 08/19/2016 1.250% 08/17/2021	3135G0N82	400,000.00	AA+	Aaa	09/01/16	09/02/16	397,552.00	1.38	611.11	397,830.67	388,519.60
FNMA NOTES DTD 08/19/2016 1.250% 08/17/2021	3135G0N82	425,000.00	AA+	Aaa	08/17/16	08/19/16	423,278.75	1.33	649.31	423,485.16	412,802.08
Security Type Sub-Total		**7,865,000.00**					**7,884,002.00**	**1.42**	**19,993.63**	**7,870,120.47**	**7,860,066.79**
Corporate Note											

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2017**

CITY OF PITTSBURG GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
GENERAL ELEC CAP CORP GLOBAL NOTES DTD 04/02/2013 1.625% 04/02/2018	36962G6W9	2,000,000.00	AA-	A1	07/01/15	07/07/15	2,005,800.00	1.52	16,159.72	2,002,159.22	2,004,334.00
JOHN DEERE CAPITAL CORP NOTE DTD 09/11/2015 1.750% 08/10/2018	24422ETA7	780,000.00	A	A2	09/08/15	09/11/15	779,235.60	1.78	1,933.75	779,636.83	782,077.92
IBM CORP CALLABLE BONDS DTD 10/15/2008 7.625% 10/15/2018	459200GM7	1,560,000.00	AA-	Aa3	08/01/14	08/06/14	1,919,346.00	1.88	54,849.17	1,695,227.73	1,699,950.72
JOHN DEERE CAPITAL CORP NOTE DTD 01/08/2016 1.950% 01/08/2019	24422ETE9	200,000.00	A	A2	01/05/16	01/08/16	199,988.00	1.95	899.17	199,992.84	201,103.60
BERKSHIRE HATHAWAY INC NOTES DTD 03/15/2016 1.700% 03/15/2019	084664CG4	150,000.00	AA	Aa2	03/08/16	03/15/16	149,886.00	1.73	113.33	149,925.03	150,259.50
APPLE INC GLOBAL NOTES DTD 05/06/2014 2.100% 05/06/2019	037833AQ3	1,560,000.00	AA+	Aa1	08/01/14	08/06/14	1,566,302.40	2.01	13,195.00	1,562,865.35	1,576,933.80
TOYOTA MOTOR CREDIT CORP NOTES DTD 07/18/2014 2.125% 07/18/2019	89236TBP9	1,560,000.00	AA-	Aa3	08/01/14	08/06/14	1,560,577.20	2.12	6,722.08	1,560,279.02	1,572,381.72
BERKSHIRE HATHAWAY INC CORPORATE NOTES DTD 08/15/2016 1.300% 08/15/2019	084664CK5	145,000.00	AA	Aa2	08/08/16	08/15/16	144,859.35	1.33	240.86	144,888.34	143,612.06
JPMORGAN CHASE & CO (CALLABLE) DTD 01/23/2015 2.250% 01/23/2020	46625HKA7	1,995,000.00	A-	A3	10/15/15	10/20/15	1,986,281.85	2.36	8,478.75	1,989,171.11	2,001,868.79
AMERICAN HONDA FINANCE DTD 02/16/2017 2.000% 02/14/2020	02665WBM2	300,000.00	A+	A1	02/13/17	02/16/17	299,574.00	2.05	750.00	299,589.65	300,736.80
AMERICAN EXPRESS CREDIT CORP NOTES DTD 03/03/2017 2.200% 03/03/2020	0258M0EE5	430,000.00	A-	A2	02/28/17	03/03/17	429,552.80	2.24	735.78	429,564.07	430,651.02
WALT DISNEY COMPANY CORP NOTES DTD 03/06/2017 1.950% 03/04/2020	25468PDP8	150,000.00	A	A2	03/01/17	03/06/17	149,961.00	1.96	203.13	149,961.87	150,335.70
WELLS FARGO & COMPANY NOTES DTD 12/07/2015 2.550% 12/07/2020	94974BGR5	1,440,000.00	A	A2	05/06/16	05/10/16	1,471,910.40	2.04	11,628.00	1,465,927.00	1,447,302.24
BANK OF NY MELLON CORP NOTES DTD 02/07/2017 2.600% 02/07/2022	06406RAA5	1,000,000.00	NR	A1e	02/07/17	02/10/17	1,000,460.00	2.59	3,900.00	1,000,448.05	1,000,449.00

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2017**

CITY OF PITTSBURG GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		**13,270,000.00**					**13,663,734.60**	**2.01**	**119,808.74**	**13,429,636.11**	**13,461,996.87**
Commercial Paper											
BANK TOKYO-MIT UFJ NY COMM PAPER DTD 01/04/2017 0.000% 07/10/2017	06538BUA9	1,100,000.00	A-1	P-1	01/10/17	01/11/17	1,092,795.00	1.32	0.00	1,095,997.22	1,096,472.30
BNP PARIBAS NY BRANCH COMM PAPER -- 0.000% 07/10/2017	09659BUA6	1,100,000.00	A-1	P-1	01/10/17	01/12/17	1,092,999.11	1.29	0.00	1,096,088.88	1,096,463.50
CREDIT AGRICOLE CIB NY COMM PAPER DTD 02/06/2017 0.000% 08/07/2017	22533TV78	1,400,000.00	A-1	P-1	02/07/17	02/10/17	1,391,416.44	1.25	0.00	1,393,827.54	1,394,176.00
COOPERATIEVE RABOBANK UA COMM PAPER DTD 01/06/2017 0.000% 09/05/2017	21687AW58	760,000.00	A-1	P-1	02/09/17	02/09/17	754,774.58	1.20	0.00	756,055.81	756,171.12
Security Type Sub-Total		**4,360,000.00**					**4,331,985.13**	**1.27**	**0.00**	**4,341,969.45**	**4,343,282.92**
Certificate of Deposit											
BANK OF NOVA SCOTIA HOUSTON YCD DTD 11/09/2015 1.560% 11/06/2017	06417GAS7	1,150,000.00	A+	Aa3	11/06/15	11/09/15	1,150,000.00	1.55	7,225.83	1,150,000.00	1,150,086.25
SKANDINAVISKA ENSKILDA BANKEN NY CD DTD 11/17/2015 1.480% 11/16/2017	83050FBG5	1,150,000.00	A-1	P-1	11/16/15	11/17/15	1,150,000.00	1.48	6,429.78	1,150,000.00	1,149,177.75
HSBC BANK USA NA FLOATING CERT DEPOS DTD 11/18/2015 1.632% 11/17/2017	40428AR41	1,150,000.00	A-1+	P-1	11/17/15	11/18/15	1,150,000.00	0.97	2,241.43	1,150,000.00	1,152,501.25
ROYAL BANK OF CANADA NY CD DTD 03/15/2016 1.700% 03/09/2018	78009NZZ2	695,000.00	AA-	Aa3	03/11/16	03/15/16	695,000.00	1.69	722.03	695,000.00	695,845.12
CANADIAN IMPERIAL BANK NY CD DTD 12/05/2016 1.760% 11/30/2018	13606A5Z7	940,000.00	A+	Aa3	12/01/16	12/05/16	939,266.80	1.78	5,376.80	939,385.13	945,201.96
NORDEA BANK FINLAND NY CD DTD 12/05/2016 1.760% 11/30/2018	65558LWA6	940,000.00	AA-	Aa3	12/01/16	12/05/16	940,000.00	1.74	5,376.80	940,000.00	945,201.96
SVENSKA HANDELSBANKEN NY LT CD DTD 01/12/2017 1.890% 01/10/2019	86958JHB8	750,000.00	AA-	Aa2	01/10/17	01/12/17	750,000.00	1.91	3,110.63	750,000.00	747,944.25

Managed Account Detail of Securities Held

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CITY OF PITTSBURG GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
BANK OF MONTREAL CHICAGO CERT DEPOS DTD 02/09/2017 1.880% 02/07/2019	06427KRC3	945,000.00	A+	Aa3	02/08/17	02/09/17	945,000.00	1.90	2,516.85	945,000.00	951,528.06
Security Type Sub-Total		**7,720,000.00**					**7,719,266.80**	**1.59**	**33,000.15**	**7,719,385.13**	**7,737,486.60**
Asset-Backed Security / Collateralized Mortgage Obligation											
JOHN DEERE ABS 2016-B A3 DTD 07/27/2016 1.250% 06/15/2020	47788NAC2	85,000.00	NR	Aaa	07/19/16	07/27/16	84,993.23	1.25	47.22	84,994.63	84,472.20
CNH EQUIPMENT TRUST POOL DTD 03/22/2017 1.800% 07/15/2020	12636WAB2	605,000.00	AAA	Aaa	03/15/17	03/22/17	604,976.77	1.80	272.25	604,976.86	606,582.62
HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	135,000.00	AAA	Aaa	03/22/16	03/30/16	134,973.81	1.57	93.60	134,980.28	134,851.37
JDOT 2017-A A3 DTD 03/02/2017 1.780% 04/15/2021	47787XAC1	95,000.00	NR	Aaa	02/22/17	03/02/17	94,986.47	1.79	75.16	94,986.86	94,964.34
HYUNDAI AUTO RECEIVABLES TRUST DTD 09/21/2016 1.290% 04/15/2021	44891EAC3	245,000.00	AAA	Aaa	09/14/16	09/21/16	244,967.02	1.30	140.47	244,971.23	243,161.74
ALLYA 2017-1 A3 DTD 01/31/2017 1.700% 06/15/2021	02007PAC7	120,000.00	AAA	Aaa	01/24/17	01/31/17	119,989.51	1.70	90.67	119,989.96	119,878.12
FORDO 2017-A A3 DTD 01/25/2017 1.670% 06/15/2021	34531EAD8	315,000.00	NR	Aaa	01/18/17	01/25/17	314,998.83	1.67	233.80	314,998.95	315,057.52
HART 2017-A A3 DTD 03/29/2017 1.760% 08/15/2021	44931PAD8	305,000.00	AAA	NR	03/22/17	03/29/17	304,975.33	1.76	29.82	304,975.34	304,975.33
ALLYA 2017-2 A3 DTD 03/29/2017 1.780% 08/15/2021	02007HAC5	570,000.00	AAA	NR	03/21/17	03/29/17	569,932.80	1.79	56.37	569,932.83	569,932.80
Security Type Sub-Total		**2,475,000.00**					**2,474,793.77**	**1.69**	**1,039.36**	**2,474,806.94**	**2,473,876.04**
Managed Account Sub-Total		**47,460,000.00**					**47,898,216.09**	**1.64**	**218,359.78**	**47,647,110.34**	**47,615,546.59**

Managed Account Detail of Securities Held

For the Month Ending **March 31, 2017**

CITY OF PITTSBURG GENERAL FUNDS

Securities Sub-Total	**$47,460,000.00**	**$47,898,216.09**	**1.64%**	**$218,359.78**	**$47,647,110.34**	**$47,615,546.59**
Accrued Interest						**$218,359.78**
Total Investments						**$47,833,906.37**

Important Disclosures

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- Market values which include accrued interest, are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg or Telerate. Where prices are not available from generally recognized sources the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **DURATION TO WORST:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount, expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually $1 million or more that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.

Glossary

- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.
- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction occurs on a non-business day (i.e. coupon payments and maturity proceeds), the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred however the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.